



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 32]

नई दिल्ली, शनिवार, अगस्त 10, 1996/ श्रावण 19, 1918

No. 32]

NEW DELHI, SATURDAY, AUGUST 10, 1996/SRAVANA 19, 1918

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministry of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(विधि कार्य विभाग)

(Department of Legal Affairs)

(न्यायिक अनुभाग)

(Judicial Section)

सूचना

NOTICE

नई दिल्ली, 16 जुलाई, 1996

New Delhi, the 16th July, 1996

का.आ. 2327.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री चम्बा राम जिंदल, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस तान के लिये दिया है कि उसे चण्डीगढ़ संघ शासित क्षेत्र में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

S.O. 2327.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Chamba Ram Jindal, Advocate for appointment as a Notary to practise in Chandigarh U.T.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[सं. 5(153)/96—न्यायिक]

[No. F. 5(153)/96-Judl.]

पी.सी. कन्नन, सक्षम प्राधिकारी

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 16 जुलाई, 1996

का.प्रा. 2328—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री कैलाश कुमार, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे मुक्तगर जिला, मुक्तगर (पंजाब राज्य) में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. 5(154)/96-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 16th July, 1996

S.O. 2328.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Kailash Kumar, Advocate for appointment as a Notary to practise in Muktsar Distt. Muktsar (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(154)/96-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 17 जुलाई, 1996

का.प्रा. 2329—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री विकास नाना खोपे, एडवोकेट, ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे जूनर तालुका पुणे जिला (महाराष्ट्र) में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. 5(155)/96-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 17th July, 1996

S.O. 2329.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Vikas Nana Saheb Khope, Advocate for appointment as a Notary to practise in Tal. Junnar, Distt. Pune (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(155)/96-Judl.]

P. C. KANNAN, Competent Authority

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

भारत

नई दिल्ली, 24 जुलाई, 1996

का.प्रा. 2330.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए उत्तर प्रदेश सरकार के गृह विभाग की अधिसूचना सं. 150 जी.आई. 6/12-96-2(35) धी. 96 दिनांक 1-5-96 द्वारा प्राप्त उत्तर प्रदेश सरकार की सहमति में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तारण, यानि हरि पर्वत, अग्रा, उत्तर प्रदेश में रजिस्टर अपराध सं. 208/1995/दिनांक 2-5-96 के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 499/380 के अधीन दंडनीय अपराधों तथा उन्ही तथ्यों में उद्भूत जैसे ही संभाव्यहार के अनुक्रम में किये गये उक्त अपराधों और किसी अन्य अपराध से संबंधित और संसक्त प्रयत्नों, वृद्धि तथा षड्यंत्रों के अन्वेषण के लिये संपूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं. 228/21/96-ए.जी.टी.-2]

जसवंत सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel & Training)

ORDER

New Delhi, the 24th July, 1996

S.O. 2330.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the Government of Uttar Pradesh, vide Home (Police) Deptt. Notification No. 150-GI/6-12-96-2(35)D/96 dated 1-5-96 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State Uttar Pradesh for the investigation of the offences punishable under section 409/380 of Indian Penal Code, 1860 (Act No. 45 of 1860) and any attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same fact or facts with regard to Case Crime No. 208/1995 dated 2-5-95 registered at Police Station Hari Parvat, Agra, Uttar Pradesh.

[No. 228/21/96-AVD.II]

JASWANT SINGH, Under Secy.

नई दिल्ली, 24 जुलाई, 1996

का.प्रा. 2331.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री दिलीप कुमार दास, अधिवक्ता, गुवाहाटी उच्च न्यायालय, को दिल्ली विशेष पुलिस स्थापना में मामला सं. आर.सी.-4/72-ए.सी.ए.-2 में अभियुक्तों अर्थात्-सर्व श्री दिव्येन्दु नाग, निर्मल चन्द्र साहा और अजित कुमार नंदी द्वारा दायर अपीलों (अपील सं. 1/80, 2/80 और 3/80) जो गुवाहाटी उच्च न्यायालय की अगर्ताला न्यायपीठ में नंविता हैं, का संभावित करने के उद्देश्य से विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/38/96-ए.जी.टी.-2]

जसवंत सिंह, अवर सचिव

New Delhi, the 24th July, 1996

S.O. 2331.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri Dilip Kumar Das, Advocate, Guwahati High Court as Special Public Prosecutor for the purpose of conducting the appeals filed in the Delhi Special Police Establishment case No. RC-4/72-ACU. II (appeal No. 1/80, 2/80 and 3/80) by the accused persons namely S/Sh. Dibyendu Nag, Nirmal Chandra Saha and Ajit Kumar Nandi pending in the Agartala Bench of the Guwahati High Court.

[No. 225/38/96-AVD. II]

JASWANT SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 20 जून, 1996

(अध्यापक)

का.आ. 2332.—आयकर अधिनियम, 1961 (1961 का 13) की धारा 10 के खंड (22-ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "प्रेस ट्रस्ट आफ इंडिया लिमिटेड, बम्बई" को उक्त खंड के प्रयोजनार्थ कर-निर्धारण वर्ष 1997-98, 1998-99 और 1999-2000 तक के लिए समाचारों के केवल संकलन और वितरण के लिए भारत में स्थापित एक समाचार एजेंसी के रूप में विनिर्दिष्ट करता है।

[अधिसूचना सं 10128/फा.सं. 165/2/96-आयकर-वि-1]

एच.के. चौधरी, अधीक्षक सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 20th June, 1996

(INCOME TAX)

S.O. 2332.—In exercise of the powers conferred by clause (22B) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the 'Press Trust of India Limited, Bombay' as a news agency set up in India solely for collection and distribution of news for the purpose of said clause for the assessment years 1997-98, 1998-99 and 1999-2000.

[Notification No. 10128/F. No. 165/2/96-ITA-1]

H. K. CHOUDHARY, Under Secy.

आदेश

नई दिल्ली, 18 जुलाई, 1996

स्टाम्प

का.आ. 2333.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. पाम फार्मास्युटिकल्स लिमिटेड, दिल्ली को मात्र इकतीस लाख पचास हजार रु. का सम्बन्धित स्टाम्प शुल्क अदा करने की अनुमति देती है, जो कि मै. पाम फार्मास्युटिकल्स लिमिटेड, दिल्ली द्वारा अधिकारों के आधार पर विद्यमान गेयर धारकों को 6-3-1995 को आवंटित किए गए मात्र उनतीस करोड़ चालीस लाख रु. के कुल मूल्य के सत्तर-सत्तर रु. अंकित मूल्य के सममूल्य पर दिए गए 14% 42,00,000 सुरक्षित विमाच्य अप्रतिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के तहत प्रभावी है।

[सं. 38/96-स्टाम्प फा.सं. 15/7/96-वि.क.]

एस. कुमार, अधीक्षक सचिव

ORDER

New Delhi, the 18th July, 1996

STAMPS

S.O. 2333.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Paam Pharmaceuticals Limited, Delhi to pay, consolidated stamp duty of rupees thirty one lakhs fifty thousand only, chargeable on account of the stamp duty on 14% 42,00,000 Secured Redeemable Non-convertible Debentures of the face value of rupees seventy each at par of the aggregate value of rupees twenty nine crores forty lakhs allotted on 6-3-1995 to the existing share-holders on rights basis by M/s. Paam Pharmaceuticals Limited, Delhi.

[No. 38/96-Stamp-F. No. 15/7/96-ST.]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 18 जुलाई, 1996

स्टाम्प

का.आ. 2334.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है—जो कि स्टेट बैंक आफ हैदराबाद द्वारा दिनांक 20-2-1996 को आवंटित किए गए मात्र एक सौ उन्नीस करोड़ बयालीस लाख रुपए के 00001 से 11942 तक की विशिष्ट संख्या वाले प्रोमिसरी नोटों के स्वरूप के अप्रतिभुत, विमोच्य, अप्रतिवर्तनीय ऋण पत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[सं. 30/96-स्टाम्प-फा.सं. 14/2/96-वि.क.]

एस कुमार, अधीक्षक सचिव

ORDER

New Delhi, the 18th July, 1996

STAMPS

S.O. 2334.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the Unsecured, Redeemable, Non-convertible Bonds in the nature of promissory notes bearing distinctive numbers 00001 to 11942 of the value of rupees one lakh each aggregating to rupees one hundred nineteen crores and forty two lakhs only allotted on 20-2-1996 by the State Bank of Hyderabad are chargeable under the said Act.

[No. 30/96-Stamp-F. No. 14/2/96-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 18 जुलाई, 1996

स्टाम्प

का.आ. 2335.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. आई.टी. डेवल्प. मिगनोड इंडिया लि., हैदराबाद को मात्र दो लाख

पच्चीस हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो सै. आई. टी. डब्ल्यू. सिगनोड इंडिया लि., हैदराबाद द्वारा आन्ध्र बैंक को ट्रावन्कोर बॉन्डों पर आवंटित किए गए 100-100 रु. के अंकित मूल्य के तीन करोड़ रु. के समग्र मूल्य वाले 1000001 से 1300000 तक की विशिष्ट संख्या के 300000 अपरिवर्तनीय ऋण-पत्रों पर प्रभावी है।

[सं. 39/96-स्टाम्प-पा.सं. 15/9/96-वि.क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 18th July, 1996

STAMPS

S.O. 2335.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. I.T.W. Signode India Limited, Hyderabad to pay consolidated stamp duty of rupees two lakhs twenty five thousand only, chargeable on account of the stamp duty on 3,00,000 Non-convertible debentures bearing distinctive numbers 1000001 to 1300000 of the face value of rupees one hundred each of the aggregate value of rupees three crores privately placed with Andhra Bank by M/s. I.T.W. Signod India Limited, Hyderabad.

[No. 39/96-Stamp-F. No. 15/9/96-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 24 जुलाई, 1996

स्टाम्प

का.आ. 2336.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त शुल्क को माफ करती है, जो कि स्टेट बैंक ऑफ़ ट्रावन्कोर, तिरुवनन्तपुरम द्वारा दिनांक 29 मार्च, 1996 को आवंटित किए गए कुल एक सौ चार करोड़ और छब्बीस लाख रुपए के एक-एक लाख रुपए के मूल्य के 1 से 10426 की विशिष्ट संख्या वाले स्टेट बैंक ऑफ़ ट्रावन्कोर बैंड पत्र 1995 के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बैंड पत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[सं. 40/96-स्टाम्प पा.सं. 14/3/96-वि.क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 24th July, 1996

STAMPS

S.O. 2336.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as State Bank of Travancore Bonds-1995 bearing distinctive numbers 1 to 10426 of the value of rupees one

lakh each aggregating to rupees one hundred four crores and twenty six lakhs allotted on 29th March, 1996 by State Bank of Travancore, Thiruvananthapuram, are chargeable under the said Act.

[No. 40/96-Stamp-F. No. 14/3/96-ST]

S. KUMAR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 जुलाई, 1996

का.आ. 2337.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उपधारा (2) और धारा 7 की उपधारा (1) के साथ पठित धारा 6 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री पी.पी. वोरा, वर्तमान निदेशक (वित्त) गुजरात स्टेट फर्टिलाइजर्स कंपनी लिमिटेड को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए राष्ट्रीय आवास बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[एफ.सं. 7/11/95-बी.ओ. I]

के. के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th July, 1996

S.O. 2337.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 6, read with sub-section (2) of Section 6 and sub-section (1) of Section 7 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government, after consultation with the Reserve Bank of India hereby appoints Shri P. P. Vora, presently Director (Finance), Gujarat State Fertilizers Company Limited as Chairman and Managing Director, National Housing Bank for a period of five years from the date of his assumption of office.

[F. No. 7/11/95-B.O.I.]

K. K. MANGAL, Under Secy.

मुख्य आयकर आयुक्त-II का कार्यालय

कलकत्ता, 5 जून, 1996

आयकर अधिनियम, 1961 की धारा 120 के अधीन आदेश

सं. 1/96/97

का.आ.-2338—आयकर अधिनियम, 1961 की धारा 120 की उपधारा (2) द्वारा प्रदत्त शक्तियों तथा इस दिशा में मुझे सक्षम बनाने वाली सभी शक्तियों का प्रयोग करते हुए, मैं मुख्य आयकर आयुक्त-II, कलकत्ता अपने अधीनस्थ क्षेत्राधिकार संयुक्त सभी पूर्व

आदेशों का आंशिक आशोधन करने हुए निम्न आदेश देता है :—

बाईं के मौजूदा क्षेत्राधिकार को निम्न सीमा तक संशोधित किया जाता है :—

क.सं. निर्धारण अधिकारी का पदनाम निर्धारितियों के वर्गों का क्षेत्राधिकार

1	2	3
1. आयकर अधिकारी क. बाई-2(1)-कम-नये निर्धारितियों का बाई, कल.	(क) "ए" से "ओ" तक वर्णमाला के उपनाम वाले ध्विष्ट के मामलों का छोड़कर इस बाई के सभी मौजूदा ध्विष्टों के मामलों। (ख) वर्णमाला "ए" से "ओ" तक शुरू होने वाले नामों को छोड़कर उपरोक्त (क) में पड़ने वाले मामलों से भिन्न सभी मौजूदा मामलों। (ग) अपर/उप आयकर आयुक्त रेंज-2 के प्रशासनिक एवं क्षेत्रीय अधिकार-क्षेत्र के अधीन "सी" से "जेड" तक वर्णमाला के नाम वाले सभी नये कंपनियों के मामले जिनका अब तक निर्धारण नहीं हुआ है और जहाँ रिटर्न आय/हानि रु. 50,000/- से कम है। (घ) अपर/उप आ. प्रा. रेंज-2 के प्रशासनिक और क्षेत्रीय अधिकार-क्षेत्र के अधीन वर्णमाला "पी" से "जेड" तक शुरू होने वाले उपनाम वाले सभी नये ध्विष्ट मामले जिनका निर्धारण अब तक नहीं किये गये हैं और जहाँ रिटर्न आय/हानि 2,00,000/- रु. से कम है। (च) मामले जो कि समय-समय पर आयकर अधिनियम, 1961 की धारा 120/127 के अन्तर्गत संपि जायेंगे।	
2. आयकर अधिकारी कम्पनी बाई-2(2)-कम-नए निर्धारितियों का बाई, कल.	(क) "जी" से "जेड" तक आवाक्षरों के उपनाम वाले ध्विष्टों के मामलों को छोड़कर इस बाई के सभी मौजूदा मामलों। (ख) वर्णमाला "जी" से "जेड" तक शुरू होने वाले नामों को छोड़कर उपरोक्त (क) में पड़ने वाले मामलों से भिन्न सभी मौजूदा मामलों। (ग) अपर/उप आयकर आयुक्त रेंज-2 के प्रशासनिक और क्षेत्रीय अधिकार-क्षेत्र के अधीन "ए" से "एफ" वर्णमाला के नाम वाले सभी नये कंपनियों के मामले जिनका अभी तक कर निर्धारण नहीं हुआ है तथा जहाँ रिटर्न आय/हानि रु. 50,000/- के कम है। (घ) अपर/उप आयकर आयुक्त रेंज-2 के प्रशासनिक एवं क्षेत्रीय अधिकार-क्षेत्र के अधीन वर्णमाला "ए" से "एफ" तक शुरू होने वाले उपनाम वाले सभी	

1	2	3
		नये ध्विष्ट मामले जिनका निर्धारण अब तक नहीं किये गये हैं और जहाँ रिटर्न आय/हानि 2,00,000/- रु. से कम है। (च) मामले जो कि समय-समय पर आयकर अधिनियम, 1961 की धारा 120/127 के अन्तर्गत संपि जायेंगे।
3. आयकर अधिकारी क. बाई-2(3)-कम-नए निर्धारितियों का बाई, कल.		(क) "ए" से "एफ" तथा "पी" से "जेड" वर्णमाला के उपनाम वाले ध्विष्ट के मामलों को छोड़कर इस बाई के सभी मौजूदा ध्विष्टों के मामलों। (ख) वर्णमाला "ए" से "एफ" और "पी" से "जेड" से शुरू होने वाले नामों को छोड़कर उपरोक्त (क) में पड़ने वाले मामलों से भिन्न सभी मौजूदा मामलों। (ग) अपर/उप आयकर आयुक्त रेंज-2 के प्रशासनिक और क्षेत्रीय अधिकार-क्षेत्र के अधीन "जी" से "ओ" तक वर्णमाला के नाम वाले सभी नये कंपनियों के मामलों जिनका अब तक कर निर्धारण नहीं हुआ है और जहाँ रिटर्न आय/हानि 50,000/- रु. से कम है। (घ) अपर/उप आयकर आयुक्त रेंज-2 के क्षेत्रीय अधिकार क्षेत्र के अधीन वर्णमाला "जी" से "ओ" तक शुरू होने वाले उपनाम वाले सभी ध्विष्ट मामले जिनका निर्धारण अब तक नहीं किये गये हैं और जहाँ रिटर्न आय/हानि 2,00,000/- रु. से कम है। (च) मामले जो कि समय-समय पर आयकर अधिनियम 1961 की धारा 120/127 के अन्तर्गत संपि जायेंगे।

यह आदेश दिनांक 12-06-96 से प्रचाली होगा।

[म. सु. आ.-2/मुख्या./म्या.-9/96-97/446]

अमितभ चटर्जी, मुख्य आयकर आयुक्त II

OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX II

Calcutta, the 5th June, 1996

ORDER UNDER SECTION 120 OF THE INCOME TAX ACT, 1961

No. 1/96-97

S.O.2338.—In exercise of the powers conferred by Sub-section (2) of Section 120 of the I.T. Act '61 and all other powers enabling me in this behalf, I, the Chief Commissioner of Income-tax II, Calcutta hereby order in partial modification

of all earlier orders relating to jurisdiction over cases in the charge of C.C.I.T.-II, Calcutta as below :-

The existing jurisdiction of the Wards will be modified to the following extent:

Sl. No.	Designation of the Assessing Officer	Jurisdiction over classes of Assessee
1	2	3
1.	Income Tax Officer, Company Ward 2(1)-cum-New Assessee's Ward, Calcutta	<p>(a) All existing case of individuals of this Ward excepting cases with Surnames starting with alphabets "A" to "O".</p> <p>(b) All existing cases other than those falling under (a) above excepting cases with names starting with alphabets "A" to "O".</p> <p>(c) All new company cases not hitherto assessed to tax with names starting with alphabets "P" to "Z" under the administrative and territorial jurisdiction of Addl./Deputy C.I.T., Range-2 where returned income/loss is below Rs. 50,000/-.</p> <p>(d) All New individual cases not hitherto assessed to tax with surnames starting with alphabets "P" to "Z" under the administrative and territorial jurisdiction of Addl./Deputy C.I.T., Range-2 where returned income/loss is below Rs. 2,00,000/-.</p> <p>(e) Cases which may be assigned Under Section 120/127 of the Income Tax Act, 1961 from time to time.</p>
2.	Income Tax Officer, Company Ward 2 (2)-cum-New Assessee's Ward, Calcutta.	<p>(a) All existing cases of individuals of this Ward excepting cases with surnames starting with alphabets "G" to "Z".</p> <p>(b) All existing cases other than those falling under (a) above excepting cases with names starting with alphabets "G" to "Z".</p> <p>(c) All new company cases not hitherto assessed to tax with names starting with alphabets "A" to "F" under the administrative and territorial jurisdiction of Addl./Deputy C.I.T., Range-2 where returned income/loss is below Rs. 50,000/-.</p> <p>(d) All new individual cases not hitherto assessed to tax with surnames starting with alphabets "A" to "F" under the administrative and territorial jurisdiction of</p>

1	2
	Addl. / Deputy C.I.T., Range-2, where returned income/loss is below Rs. 2,00,000/-.
	(e) Cases which may be assigned U/s. 120/127 of the I.T. Act, 1961 from time to time.
3.	Income Tax Officer, Company Ward-2 (3)-cum-New Assessee's Ward, Calcutta
	<p>(a) All existing cases of individuals of this Ward excepting cases with surnames starting with alphabets "A" to "F" and "P" to "Z".</p> <p>(b) All existing cases other than those falling under (a) above excepting cases with names starting with alphabets "A" to "F" and "P" to "Z".</p> <p>(c) All new Company cases not hitherto assessed to tax with names starting with alphabets "G" to "O" under the administrative and territorial jurisdiction of Addl./Deputy C.I.T., Range-2 where returned income/loss is below Rs. 50,000/-.</p> <p>(d) All new individual cases not hitherto assessed to tax with surnames starting with alphabets "G" to "O" under the administrative and territorial jurisdiction of Addl./Deputy C.I.T., Range-2 where returned income/loss is below Rs. 2,00,000.</p> <p>(e) Cases which may be assigned under Section 120/121 of the Income Tax Act, 1961 from time to time.</p>

This order takes effect from 12-06-1996.

[No. CC-II/HQ/Estab-9/96-97/446]

AMITAVA CHATTERJEE, Chief Commissioner

कलकत्ता, 25 जून, 1996

सं. 1996-97

का.आ. 2339--आयकर अधिनियम, 1961 (1961 का अधिनियम 43) की धारा 120 की उपधारा (1) एवं (2) द्वारा प्रदत्त शक्तियों का तथा केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली के एक सं. 187/6/89-आई टी ए-1/एन. ओ. सं. 548(ई) के अधिसूचना सं. 8694 दिनांक 9-7-90 द्वारा प्रवृत्त शक्तियों का तथा इस दिशा में मुझे सक्षम बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, मैं मुख्य आयकर आयुक्त, कलकत्ता, एतद्वारा निर्देश देता हूँ कि आयकर आयुक्त, पश्चिम बंगाल-2, कलकत्ता दिनांक 1 जुलाई, 1996 से अपने क्षेत्राधिकार के अतिरिक्त आयकर आयुक्त, पश्चिम बंगाल-8, कलकत्ता के स्थान पर आयकर आयुक्त, रेंज-10, कलकत्ता के बारे में आयकर आयुक्त के रूप में क्षेत्राधिकार (प्रशासनिक एवं संचालिक दोनों) का प्रयोग करेंगे।

उपरोक्त विहित आशोधन जो कि दिनांक 1-7-1996 से लागू होगा को छोड़कर एफ स. आ. /सूच्या./योजना/10/90-91 के अधिसूचना संख्या 6/90-91 दिनांक 8-11-1990 द्वारा जारी पूर्वत क्षेत्राधिकार आदेश दिनांक 8 नवम्बर, 1990 भी लागू रहेगा।

[सं. स. आ. /सूच्या./योजना/10/90-97]

के. पी. सिंह, मुख्य आयकर आयुक्त

Calcutta, the 25th June, 1996

No. 1/96-97

S.O. 2339.—In exercise of the powers conferred under sub-sections (1) and (2) of section 120 of the Income Tax Act, 1961 (Act No. 43 of 1961) and the powers conferred by Notification No. 8694 in F. No. 187/6/89-ITA.I S.O. No. 548(E) dated 9-7-1990 of the Central Board of Direct Taxes, New Delhi, and all other powers enabling me in this behalf, I the Chief Commissioner of Income Tax, Calcutta, hereby direct that the Commissioner of Income Tax, West Bengal-II, Calcutta, shall exercise jurisdiction (both administrative and statutory) as the Commissioner of Income Tax, in addition to his existing jurisdictions in respect of the functions of the Deputy Commissioner of Income Tax, Range-10, Calcutta, with effect from 1st July, 1996, in place of the Commissioner of Income Tax, West Bengal-VIII, Calcutta.

2. The earlier jurisdiction order dated 8th November, 1990 issued from F. No. AC/HQ/Planning/10/90-91 vide Notification No. 6/90-91 dated 8-11-1990 will also be in force save and except the modification mentioned above to be effective from 1-7-1996.

[No. AC/HQ/Planning/10/96-97]

K. P. SINGH, Chief Commissioner

कलकत्ता, 28 जून, 1996

सं. 2/96-97

का.आ. 2340.—आयकर अधिनियम, 1961 (1961 का अधिनियम 43) की धारा 120 की उपधारा (1) एवं (2) के तहत प्रदत्त अधिकारों एवं केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली की फा. सं. 279/129/93—आ.अधि. (भाग-II)/एस.ओ.सं. 504 दिनांक 5-7-1994 के अधिसूचना सं. 9505 दिनांक 5-7-1994 द्वारा प्रदत्त अधिकारों तथा इस संबंध में मुझे सक्षम बनाने वाले अधिकारों का प्रयोग करते हुए एवं आदेश सं. 4/95-96 दिनांक 4-7-1995 में आंशिक आशोधन करते हुए मैं, मुख्य आयकर आयुक्त कलकत्ता एतद्वारा निदेश देता हूँ कि आयकर आयुक्त (अपील)—X के बजाय आयकर आयुक्त (अपील) xiii कलकत्ता अपने वर्तमान क्षेत्राधिकार के अनुरिक्त आयकर अधिनियम (1961 का अधिनियम 43) धन अर अधिनियम (1957 का अधिनियम 27) उपहार कर अधिनियम (1958 का अधिनियम 18) सूदकर अधिनियम (1974 का अधिनियम 45) एवं व्ययकर अधिनियम (1987 का अधिनियम 35) इत्यादि के तहत उप आयकर आयुक्त विशेष

रेंज-21, कलकत्ता द्वारा पाम किये जाने वाले आदेशों में अदभुत होने वाले अपीलों के क्षेत्राधिकार पर 1 जुलाई, 1996 से प्रभावी अपने अधिकारों का प्रयोग करेंगे।

यह स्पष्ट किया जाता है कि उप आयकर आयुक्त, विशेष रेंज-21 कलकत्ता द्वारा पाम किये जाने वाले आदेशों में उदभुत होने वाले लवित अपीलों का क्षेत्राधिकार उपरलिखित तारीख से प्रभावी आयकर आयुक्त (अपील)—X के बजाय आयकर आयुक्त (अपील)—xiii, कलकत्ता में निहित होगा।

3. उपरलिखित आशोधन को छोड़कर एफ सं. स.आ. /सूच्या./योजना/30/95-96 की अधिसूचना सं. 4/95-96 द्वारा जारी पूर्वत क्षेत्राधिकार आदेश दिनांक 4-7-1995 भी लागू रहेगा।

यह आदेश दिनांक 1-7-1996 से लागू होगा।

[सं. स. आ. /सूच्या./योजना/30-96-97]

के. पी. सिंह, मुख्य आयकर आयुक्त

Calcutta, the 28th June, 1996

No. 2/96-97

S.O. 2340.—In exercise of the powers conferred under sub-sections (1) and (2) of Section 120 of the Income Tax Act, 1961 (Act No. 43 of 1961) and the powers conferred by Notification No. 9565 dated 5-7-1994 in F. No. 279/129/93-ITJ (Part-II)/S.O. No. 504 dated 5-7-1994 of the Central Board of Direct Taxes, New Delhi, and all other powers enabling me in this behalf, and in partial modification of the Order No. 4/95-96 dated 4-7-1995, I, the Chief Commissioner of Income Tax, Calcutta hereby direct that the Commissioner of Income Tax (Appeals)-XIII, Calcutta shall exercise in addition to his existing jurisdiction, jurisdiction over the appeals arising out of the orders passed by the Deputy Commissioner of Income Tax, Special Range-21, Calcutta under the Income Tax Act (Act 43 of 1961), Wealth Tax Act (Act 27 of 1957), Gift Tax Act (Act 18 of 1958), Interest Tax Act (Act 45 of 1974) and Expenditure Tax Act (Act 35 of 1987), etc. in place of the Commissioner of Income Tax (Appeals)-X, Calcutta with effect from the 1st day of July, 1996.

2. It is clarified that the jurisdiction over all the pending appeals arising from the orders passed by the Deputy Commissioner of Income Tax, Special Range-21, Calcutta will also vest with the Commissioner of Income-tax (Appeals)-XIII, Calcutta instead of the Commissioner of Income Tax (Appeals)-X, Calcutta from the abovementioned date.

3. The earlier jurisdiction order dated 4-7-1995 issued from F. No. AC/HQ/Planning/30/95-96 vide Notification No. 4/95-96 will also be in force save and except the modification mentioned above.

1 This order will take effect from 1-7-1996.

[No. AC/HQ/Planning/30/96-97]

K. P. SINGH, Chief Commissioner

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 जुलाई, 1996

का.आ. 2341.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि चाबुबा चाय बागान को प्राकृतिक गैस योगान के लिए टेंगाखात से चाबुबा चाय बागान, तक, आसाम गैस कम्पनी लिमिटेड द्वारा पाइप लाइन बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का पू.) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उस में उपयोग, का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम अधिकारी उपायुक्त डिब्रूगढ़ आसाम की इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

टेंगाखात से चाबुबा चाय बागान तक 140 एम.एम. अ. की पाइप लाइन के लिए गैस पाइप लाइन बिछाना

क्रम सं.	गांव	तालुक	पाटा नं.	भाग नं.	एरिया			मन्तव्य
					वि.	क.	ल.	
1. रंगसंगी गांव	धरबन्दी	मियादी 2	40	2	0	0		
		मियादी	121	0	4	14		
		सरकार	158	0	1	11		
		मियादी 137	165	0	1	15		
		मियादी 72	164	0	0	6		
		सरकार	163	0	0	18		
		मियादी 7	162	0	3	10		
		मियादी 35	161	0	1	17		
		मियादी 98	160	0	2	15		
		मियादी 53	159	0	0	13		
		मियादी 18	190	0	3	17		
		मियादी 18	191	0	0	11		
		मियादी 20	192	0	0	54		
		कुल			6	2	12	
2. सरुपथार गांव धरबन्दी		मियादी 19	128	0	1	12		
		मियादी 48	129	0	0	8		
		मियादी 2	130	0	4	13		
		मियादी 33	131	0	1	7		
		सरकार	161	0	1	17		
		सरकार	162	0	0	5		
		कुल			2	0	21	

[सं. ओ-12016/107/96-ओ.एन.जी./डी-IV]

एम. मार्टिन, डैस्क अधिकारी

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 19th July, 1996

S.O.2841.—Whereas it appears to the Central Government that it is necessary in the public interest that for supply of natural gas for Chabuwa T.E., District Dibrugarh, Assam, Pipeline should be laid from Tengakhata to Chabuwa TE by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in land described in the Schedule annexed hereto.

Now, therefore in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962. (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, viz. Deputy Commissioner, Dibrugarh District, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

LAND SCHEDULE

Laying of 140 mm OD Underground natural gas pipeline from Tengakhata to Chabuwa T.E.

Sl. No.	Name of Village	Mouza	Patta No.	Dag No.	Area			Remarks
					B	K	L	
1.	Rongsongi Village, Gharbondi		PP No. 2	40	2	3	3	
			PP No.	121	0	4	14	
			Wasteland	158	0	1	11	
			PP No. 137	165	0	1	15	
			PP No. 72	164	0	0	6	
			Wasteland	163	0	0	18	
			PP No. 7	162	0	3	10	
			PP No. 35	161	0	1	17	
			PP No. 98	160	0	2	15	
			PP No. 53	159	0	0	13	
			PP No. 18	190	0	3	17	
			-do-	191	0	0	11	
			PP No. 20	192	0	0	51	
			TOTAL		6	2	12	
2.	Sorupathar Village, Gharbondi				B	K	L	
			PP No. 19	128	0	1	12	
			PP No. 38	129	0	0	8	
			PP No. 2	130	0	4	13	
			PP No. 33	131	0	1	7	
			Wasteland	161	0	1	17	
			-do-	162	0	0	5	
			TOTAL		2	0	21	

[No. O-12016/107/96-ONG/D,IV]
M. MARTIN, Desk Officer

नई दिल्ली, 31 जुलाई, 1996

का.आ. 2342.—पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 17 के अंतर्गत पेट्रोलियम पाइपलाइन (भूमि उपयोग के अधिकार का अर्जन) नियम, 1963 के स्पष्टीकरण के अंतर्गत नियम 4 के प्रावधान के अनुसरण में, एन.एम. परमार, सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, बड़ौदा के परामर्श से, जिसे उस क्षेत्र में भूमि के उपयोग का अधिकार प्रदान किया गया है अथवा उस क्षेत्र में पाइपलाइन का स्वामित्व प्रदान है, जैसा भी मामला हो, एतद्वारा घोषणा करता हूँ कि गैस पाइपलाइन के बिछाने संबंधी कार्य के समापन की तारीख नीचे दी गई अनुसूची के कालम-8 में दिए अनुसार है:—

अनुसूची

क्रम सं.	पाइप लाइन का नाम	ग्राम का नाम	तहसील	जिला	राजपत्र में खंड 6(i) के तहत प्रकाशन की तारीख	का.आ.सं.	समापन कार्य की तारीख
1.	एम्.पी.जी. प्लान्ट	रोजाटकारिया	ग्रामोद	भरुच	27/5/94	397(ई)	15/3/95
2.	गंधार से एन.टी.पी.	पहाज	वागरा	भरुच	27/5/94	398(ई)	15/3/95
3.	सी. जनोर	बीछीयाद	वागरा	भरुच	27/5/94	399(ई)	15/3/95
4.		वागरा	वागरा	भरुच	27/5/94	400(ई)	15/3/95
5.		खडखंडाली	वागरा	भरुच	27/5/94	401(ई)	15/3/95
6.		ओरा	वागरा	भरुच	27/5/94	402(ई)	15/3/95
7.		मुडी	ग्रामोद	भरुच	25/5/94	403(ई)	15/3/95
8.		बछनाद	वागरा	भरुच	27/5/94	404(ई)	15/3/95
9.		केलोद	भरुच	भरुच	27/5/94	405(ई)	15/3/95
10.		परीयज	भरुच	भरुच	27/5/94	406(ई)	15/3/95
11.		पीपालीया	भरुच	भरुच	27/5/94	407(ई)	15/3/95
12.		हींगरला	भरुच	भरुच	27/5/94	408(ई)	15/3/95
13.		बोरी	भरुच	भरुच	27/5/94	409(ई)	15/3/95
14.		कारगट	भरुच	भरुच	27/4/94	410(ई)	15/3/95
15.		जंगार	भरुच	भरुच	27/5/94	411(ई)	15/3/95
16.		सामलोड	भरुच	भरुच	27/5/94	412(ई)	15/3/95
17.		जनोर	भरुच	भरुच	27/5/94	413(ई)	15/3/95
18.		समनी	भरुच	भरुच	23/8/94	607(ई)	15/3/95

[संख्या-एल-14016/01/93 जी.पी.]

अर्धेन्दु मन्त, निदेशक

New Delhi, the 31st July, 1996

S.O.2342.—In pursuance of proviso of Rule 4 under explanation of the Petroleum Pipelines (Acquisition of Right of User in Land Rules, 1963 framed under section 17 of the Petroleum and Minerals Pipeline Act, 1962, I N.M. Parmar, Competent Authority in consultation with the Gas Authority of India Ltd., Baroda with whom the Right of User in the land in that area has vested or ownership of the Pipeline in that area vest as the case may be, hereby declare the date of termination of laying of gas pipelines as mentioned in column 8 of the schedule appended below:

SCHEDULE

Sl. No.	Name of the Pipeline	Name of the Village	Teh.	Disit.	Date of Publication under sec. 6 (i)	S.O.No.	Date of Termination of Operation	
1	2	3	4	5	6	7	8	
1.	LPG Plant	Gandhar	Rozatankaria	Amod	Bharuch	27/5/94	397(E)	15/3/95
2.	to NTPC-Zanor	Pahaj	Vagra	Bharuch	27/5/94	398(E)	15/3/95	
3.		Vichiya d	Vagra	Bharuch	27/5/94	399(E)	15/3/95	
4.		Vagra	Vagra	Bharuch	27/5/94	400(E)	15/3/95	
5.		Khadkhandali	Vagra	Bharuch	27/5/94	401(E)	15/3/95	
6.		Ora	Vagra	Bharuch	27/5/94	402(E)	15/3/95	
7.		Sudi	Amod	Bharuch	27/5/94	403(E)	15/3/95	
8.		Vachnad	Vagra	Bharuch	27/5/94	404(E)	15/3/95	
9.		Kelod	Bharuch	Bharuch	27/5/94	405(E)	15/3/95	
10.		Pariyej	Bharuch	Bharuch	27/5/94	406(E)	15/3/95	
11.		Pipaliya	Bharuch	Bharuch	27/5/94	407(E)	15/3/95	
12.		Hingarla	Bharuch	Bharuch	27/5/94	408(E)	15/3/95	
13.		Bori	Bharuch	Bharuch	27/5/94	409(E)	15/3/95	
14.		Kargat	Bharuch	Bharuch	27/5/94	410(E)	15/3/95	
15.		Zangar	Bharuch	Bharuch	27/5/94	411(E)	15/3/95	
16.		Samlod	Bharuch	Bharuch	27/5/94	412(E)	15/3/95	
17.		Zanor	Bharuch	Bharuch	27/5/94	413(E)	15/3/95	
18.		Samni	Bharuch	Bharuch	23/8/94	607(E)	15/3/95	

[No. L-14016/01/93 G.P.]

ARDHENDU SEN, Director

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2343—पेट्रोलियम और खनिज पाइप लाइन अधिनियम, 1962 की धारा 17 के अंतर्गत पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के स्पष्टीकरण के अंतर्गत नियम 4 के प्रावधान के अनुसरण में, मैं एन.एम. परमार, सक्षम अधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, बड़ौदा के परामर्श से जिसे उस क्षेत्र में भूमि के उपयोग का अधिकार प्रदान किया गया है अथवा उस क्षेत्र में पाइपलाइन का स्वामित्व प्रदान है, जैसा भी मामला हो, एतद्वारा घोषणा करता हूँ कि गैस पाइपलाइन के विछाने संबंधी कार्य के समापन की तारीख नीचे दी गई अनुसूची के कालम-8 में दिए अनुसार है :—

अनुसूची

क्र.सं.	पाइपलाइन का नाम	ग्राम का नाम	तहसील	जिला	राजपत्र में खंड 6(i) के तहत प्रकाशन की तारीख	का.आ.सं.	समापन कार्य की तारीख
1.	सी.पी.एफ. गंधार	बदलपुर	वागरा	भरुच	23/8/94	608/(ई)	15/3/95
2.	से.एल.पी.जी.	चंचवल	वागरा	भरुच	23/8/94	609(ई)	15/3/95
3.	प्लान्ट गंधार	रोजाटंकारीया	आमोद	भरुच	9/9/94	655(ई)	15/3/95

[संख्या एल-14016/01/93-जी.पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 31st July, 1996

S.O.3343.—In pursuance of proviso of Rule 4 under explanation of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963 framed under Section 17 of the Petroleum and Minerals Pipeline Act 1962, N.M. Parmar, Competent Authority in consultation with the Gas Authority of India Ltd., Baroda with whom the Right of User in the land in that area has vested or ownership of the pipeline in that area vest as the case may be, hereby declare the date of termination of laying of gas pipelines as mentioned in column 8 of the schedule appended below:

SCHEDULE

Sl. No.	Name of the Pipeline	Name of the Village	Teh.	Distt.	Date of publication under sec. 6 (i)	S.O.No.	Date of Termination of Operation
1	2	3	4	5	6	7	8
1.	CPF Plant Gandhar	Badalpur	Vagra	Bharuch	23/8/94	608(E)	15/3/95
2.	to LPG	Chanavel	Vagra	Bharuch	23/8/94	609(E)	15/3/95
3.	Plant Gandhar	Rozatankaria	Amod	Bharuch	9/9/94	655(E)	15/3/95

[No. L-14016/01/93 G.P.]

ARDHENDU SEN, Director

नई दिल्ली, 31 जुलाई, 1996

का.आ. 2344.—पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 17 के अंतर्गत पेट्रोलियम पाइपलाइन (भूमि उपयोग के अधिकार का अर्जन) नियम, 1963 के स्पष्टीकरण के अंतर्गत नियम 4 के प्रावधान के अनुसरण में, मै एन.एम. परमार सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, बड़ोदा के परामर्श से, जिसे उस क्षेत्र में भूमि के उपयोग का अधिकार प्रदान किया गया है अथवा उस क्षेत्र में पाइपलाइन का स्वामित्व प्रदान है, जैसा भी मामला हो, एतद्वारा घोषणा करता हूँ कि गैस पाइपलाइन के बिछाने संबंधी कार्य के समापन की तारीख नीचे दी गई अनुसूची के कालम-8 में दिए अनुसार है:—

अनुसूची

क्रम सं.	पाइपलाइन का नाम	ग्राम का नाम	तहसील	जिला	राजपत्र में खंड 6(i) के तहत प्रकाशन की तारीख	का.आ. सं.	समापन कार्य की तारीख
1.	दहेज जी.जी.एल.	दहेज	वागरा	भरुच	16/12/95	3247	30/4/96
2.	से जी.ए.सी.एल.	सुवा	वागरा	भरुच	16/12/95	3248	30/4/96
3.	दहेज	कोलीयाड	वागरा	भरुच	16/12/95	3249	30/4/96
4.		रहीयाड	वागरा	भरुच	16/12/95	3250	30/4/96

[संख्या-एल-14016/01/93 जी.पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 31st July, 1996

S.O.2344.—In pursuance of proviso of Rule 4 under explanation of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963 framed under Section 17 of the Petroleum and Minerals Pipeline Act 1962, I N.M. Parmar, Competent Authority in consultation with the Gas Authority of India Ltd., Baroda with whom the Right of User in the land in that area has vested or ownership of the pipeline in that area vest as the case may be, hereby declare the date of termination of laying of gas pipelines as mentioned in column 8 of the schedule appended below:

SCHEDULE

Sl. No.	Name of the Pipeline	Name of the Village	Teh.	Distt.	Date of Publication under 6 (i)	S.O. No.	Date of Termination of Operation
1	2	3	4	5	6	7	8
1.	Dahej GGS to	Dahej	Vagra	Bharuch	16/12/95	3247	30/4/96
2.	GACL	Suwa	Vagra	Bharuch	16/12/95	3248	30/4/96
3.	Dahej	Koliyad	Vagra	Bharuch	16/12/95	3249	30/4/96
4.		Rahiyad	Vagra	Bharuch	16/12/95	3250	30/4/96

[No. L-14016/01/93 G.P.]

ARDHENDU SEN, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 19 जुलाई, 1996

(स्वास्थ्य विभाग)

नई दिल्ली, 9 जुलाई, 1996

का.आ. 2345—केंद्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 की धारा 20 की उपधारा (1) और उपधारा (3) के अनुसरण में, भारतीय आयुर्विज्ञान परिषद् द्वारा अपने सदस्यों में से निर्वाचित डा. चिक्कनजप्पा, 88/3, के.आर. रोड, बासावानागुडी, बंगलूर 560041 को स्नातकोत्तर आयुर्विज्ञान शिक्षा समिति का सदस्य नियुक्त करती है, और भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना सं. का.आ. 2827, तारीख 17 अक्टूबर, 1991 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “भारतीय आयुर्विज्ञान परिषद् द्वारा निर्वाचित” शीर्षक के नीचे, क्रम सं. 3 और उसमें संबंधित प्रविष्टि के स्थान पर, निम्नलिखित क्रम सं. और प्रविष्टि रखी जायेगी, अर्थात् :—

“3, डा. चिक्कनजप्पा,
88/3, के.आर. रोड,
बासावानागुडी,
बंगलूर-560041”

[सं. बी.-11013/6/95-एम.ई. (यू.जी.)]
एस.के. मिश्रा, डेस्क अधिकारी

टिप्पण :—मूल अधिसूचना, भारत के राजपत्र में अधिसूचना सं. का.आ. 2827, तारीख 17 अक्टूबर, 1991 द्वारा प्रकाशित की गई थी और तत्पश्चात् उसमें का.आ. तारीख द्वारा संशोधन किया गया था।

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 9th July, 1996

S.O. 2345.—In pursuance of sub-sections (1) and (3) of section 20 of the Indian Medical Council Act, 1956, the Central Government hereby appoints Dr. Chikkananjappa, 88/3, K. R. Road, Basavanagudi Bangalore-560041 elected by the Medical Council of India from amongst its members to be a member of the Post-graduate Medical Education Committee and makes the following further amendment in the notification of the Government of India in the Ministry of Health and Family Welfare number S.O. 2827, dated the 17th October, 1991, namely :—

In the said notification, under the heading “ELECTED BY THE MEDICAL COUNCIL OF INDIA”, for serial number 3 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

“3. Dr. Chikkananjappa,
88/3, K. R. Road,
Basavanagudi,
Bangalore-560041.”

[No. V-11013/6/95-MF(DG)]
S. K. MISHRA, Desk Officer

Note.—The principal notification was published in the Gazette of India vide notification number S.O. 2827, dated the 17th October, 1991.

का.आ. 2346—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में, डा. प्रकाश एम. शाह के महाराजा सयाजीराव विश्वविद्यालय, बड़ोदा को सेनेट द्वारा 22 मार्च, 1996 को भारतीय आयुर्विज्ञान परिषद् का 22 मार्च, 1996 से सदस्य निर्वाचित किया गया है; अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में, भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना सं. का.आ. 138, तारीख 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, धारा 3 की उपधारा (1) के खंड (ख) के अधीन निर्वाचित शीर्षक के नीचे, क्रम सं. 24 और उसमें संबंधित प्रविष्टियों के स्थान पर, निम्नलिखित क्रम सं. और प्रविष्टियां रखी जायेंगी, अर्थात् :—

“24. डा. प्रकाश एम. शाह— एम.एम. विश्वविद्यालय,
चन्दन अस्पताल, बड़ोदा
नवरंग टाकीज कम्पाउण्ड,
रायपुरा, बड़ोदरा, गुजरात

[सं. बी.-11013/11/95-एम.ई. (यू.जी.)]
एस.के. मिश्रा, डेस्क अधिकारी

टिप्पण :—मूल अधिसूचना, अधिसूचना सं. का.आ. 138, तारीख 9 जनवरी, 1960 द्वारा प्रकाशित की गई थी।

New Delhi, the 19th July, 1996

S.O. 2346.—Whereas in pursuance of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. Prakash M. Shah has been elected on the 22nd March, 1996 by the Senate of the Maharaja Sayajirao University of Baroda to be the member of the Medical Council of India from 22nd March, 1996;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960 :—

In the said notification, under the heading, “Elected under clause (b) of sub-section (1) of section 3” for serial number 24 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

“24. Dr. Prakash M. Shah, M. S. University of
Chandan Hospital, Baroda”
Navrang Talkies Compound,
Raopura, Badodara, Gujarat.

[No. V-11013/11/95-ME(UG)]
S. K. MISHRA, Desk Officer

Note :—The principal notification was published vide notification number S.O. 138, dated 9-1-1960.

नई दिल्ली, 22 जुलाई, 1996

नई दिल्ली, 22 जुलाई, 1996

का.आ. 2347—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ग) के अनुसरण में रजिस्ट्रीकृत आयुर्विज्ञान स्नातक निर्वाचन क्षेत्र, पश्चिमी बंगाल में निर्वाचन कराया है जहाँ से डा. इन्द्रजीत रे को तारीख 5 जून, 1996 को भारतीय आयुर्विज्ञान परिषद् का निर्विरोध सदस्य निर्वाचित किया गया है।

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों के अनुसरण में, भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना सं. का.आ. 138 तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, “धारा 3 की उपधारा (1) के खण्ड (ग) के अधीन निर्वाचित” शीर्षक के नीचे क्रम संख्या 4 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि रखी जायेगी, अर्थात्:—

“4. डा. इन्द्रजीत रे,
पी 17, माउथ एंड गार्डन,
डाकघर गरिया,
कलकत्ता-700084

[सं.वी.-11013/5/95-एम ई (यू जी)]

एम.के. मिश्र, डेस्क अधिकारी

टिप्पण:—मूल अधिसूचना, भारत के राजपत्र में अधिसूचना सं. का.आ. 138 दिनांक 9 जनवरी, 1960 द्वारा प्रकाशित की गई थी।

New Delhi, the 22nd July, 1996

S.O. 2347.—Whereas the Central Government in pursuance of clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), has conducted the election from the Registered Medical Graduates Constituency of West Bengal wherefrom Dr. Indrajit Ray has been declared elected uncontested to be a member of Medical Council of India on the 5th June, 1996;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading, “Elected under clause (c) of sub-section (1) of section 3” for serial number 24 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

“4. Dr. Indrajit Ray,
P/17, South End Garden,
P.O. Garia,
Calcutta-700 084.”

[No. V-11013/5/95-MP(UG)]
S. K. MISHRA, Desk Officer

Footnote:—The principal notification was published in the Gazette of India vide notification No. S.O. 138, dated the 9th January, 1960.

का.आ. 2348—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ग) के अनुसरण में, रजिस्ट्रीकृत आयुर्विज्ञान स्नातक निर्वाचन क्षेत्र, राजस्थान में निर्वाचन कराया है जहाँ से डा. मुकेश कुमार शर्मा, डी-56, चोमू हाउस, सी-स्कीम, जयपुर को 5 मई, 1996 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्धों के अनुसरण में, भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना सं. का.आ. 138, तारीख 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, “धारा 3 की उपधारा (1) के खण्ड (ग) के अधीन निर्वाचित” शीर्षक के नीचे क्रम संख्या 13 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ रखी जायेंगी अर्थात्:—

“13. डा. मुकेश शर्मा,
डी-56 चोमू हाउस
सी-स्कीम जयपुर।

[सं.वी.-11013/8/95-एम ई (यू जी)]

एम.के. मिश्र, डेस्क अधिकारी

टिप्पण:—मूल अधिसूचना भारत के राजपत्र में अधिसूचना सं. का.आ. 138 दिनांक 9 जनवरी, 1960 द्वारा प्रकाशित की गई थी।

New Delhi, the 22nd July, 1996

S.O. 2348.—Whereas the Central Government in pursuance of clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election in the Registered Medical Graduates Constituency, Rajasthan wherefrom Dr. Mukesh Kumar Sharma, D-56, Chomu House, C-Scheme Jaipur has been elected to be a member of the Medical Council of India from 5th May, 1996.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960:—

In the said notification, under the heading, “Elected under clause (b) of sub-section (1) of section 3” for serial number 13 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

“13. Dr. Mukesh Kumar Sharma,
D-56, Chomu House,
C-Scheme, Jaipur.”

[No. V-11013/8/95-ME(UG)]
S. K. MISHRA, Desk Officer

Footnote:—The principal notification was published in the Gazette of India vide notification No. S.O. 138, dated the 9th January, 1960.

नई दिल्ली, 24 जुलाई, 1996

का.आ. 2349.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में, डा. कैरीहोलू प्यारे लाल सर्जरी प्राचार्य और प्राचार्य बी.एस. मेडिकल कालेज बीजापुर कर्नाटक राज्य की कर्नाटक विश्वविद्यालय की सीनेट द्वारा डा.ए.एम. कुलकर्णी के स्थान पर 19 जुलाई, 1997 को उसकी शेष अवधि के लिये, उसके निर्वाचन की तारीख 16 अप्रैल, 1996 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (4) के साथ पठित धारा 3 की उपधारा (1) के अनुसरण में भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना सं.का.आ. 138 तारीख 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खंड (ख) के अधीन निर्वाचित” शीर्षक के नीचे क्रम संख्या 4 और उसके संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जायेगा अर्थात् :—

“4. डा. कैरीहोलू प्यारे लाल,
सर्जरी प्राचार्य और प्राचार्य
बी.एस. मेडिकल कालेज,
बीजापुर, कर्नाटक विश्वविद्यालय,
कर्नाटक राज्य।

[सं. वी.-11013/10/96-एम ई (यू.जी.)]
एस.के. मिश्रा, डेस्क अधिकारी

टिप्पण :—मूल अधिसूचना भारत के राजपत्र में अधिसूचना सं.का.आ. 138, तारीख 9 जनवरी, 1960 द्वारा प्रकाशित की गई थी।

New Delhi, the 24th July, 1996

S.O. 2349.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) (hereinafter referred to as the said Act) Dr. Kariholu Piaray Lal, Professor of Surgery and Principal, B.M. Medical College Bijapur, Karnataka State has been elected by the Senate of the Karnataka University to be a member of Medical Council of India in place of Dr. A. M. Kulkarni, for the remaining period of his term upto 19th July, 1997, with effect from 16th April, 1996, the date of his election.

Now, therefore, in pursuance of sub-section (1) of section 3 read with sub-section (4) of section 7 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960 :—

In the said notification, under the heading, “Elected under clause (b) of sub-section (1) of section 3” for serial

number 4 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

4. Dr. Kariholu Piaray Lal,
Professor of Surgery and Principal,
B. M. Medical College,
Bijapur, Karnataka University.”
Karnataka State.

[No. V-11013/10/96-ME(UG)]

S. K. MISHRA, Desk Officer

Note :—The principal notification was published in the Gazette of India vide notification number S.O. 138, dated the 9th January, 1960.

वस्त्र मंत्रालय

नई दिल्ली, 30 जुलाई, 1996

का.आ. 2350.—केन्द्रीय सरकार एतद्वारा यह अधिसूचित करती है कि केन्द्रीय रेशम बोर्ड अधिनियम, 1948 की धारा 4 की उपधारा (3) के खंड (ग) के अनुसरण में 17 जुलाई, 1996 को सदन द्वारा लोक सभा के निम्नलिखित संसद सदस्यों को उक्त अधिनियम के उपबन्धों की शर्त पर तीन वर्ष की अवधि के लिये केन्द्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने हेतु विधिवत निर्वाचित किया है :

1. श्री अनंत कुमार
2. श्री सुब्रत मुखर्जी
3. श्री के.एच. मुनियप्पा
4. श्री सी. नारायणा स्वामी

[फा.सं. 25012/3/96-सिल्क]

एस.के. केशव, निदेशक

MINISTRY OF TEXTILES

New Delhi, the 30th July, 1996

S.O. 2350.—The Central Government hereby notifies that in pursuance of clause (c) of Sub-Section (3) of Section 4 of the Central Silk Board Act, 1948, the following members of Lok Sabha have been duly elected by the House on 17th July, 1996 to serve as members of the Central Silk Board for a period of three years subject to the provisions of the said Act :—

1. Shri Ananth Kumar
2. Shri Subrata Mukherjee
3. Shri K. H. Muniyappa
4. Shri C. Narayana Swamy.

[File No. 25012/3/96-Silk]

S. K. KESHA, Director

इस्नान मंत्रालय

प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा; नामतः

नई दिल्ली, 17 जुलाई, 1996

का.आ. 2351—सरकारी स्थान (समाधिकृत अधिकारियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्र सरकार नीचे दी गई सारणी के स्तम्भ (1) में वर्णित अधिकारी को जो भारत सरकार के राजपत्रित अधिकारी के पद के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी नियुक्त करती है जो अबसे उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों के बारे में अपने अधिकारों को स्थानीय सीमाओं के अन्तर्गत उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को

सारणी

अधिकारी का पदनाम तथा पता	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
सहायक प्रशासन अधिकारी मैटलर्जिकल एण्ड इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड बंगलौर	बंगलौर में मैटलर्जिकल एण्ड इंजीनियरिंग कंसल्टेंट्स (इण्डिया) लिमिटेड (मेकन) के अथवा उसके द्वारा पट्टे पर लिये गये सभी स्थान।

[मि. सं. 10(11)/96-एच.एस.एम्.]

डॉ. एन. बंसल, अवसर सचिव

MINISTRY OF STEEL

New Delhi, the 17th July, 1996

S.O. 2351—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of a gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table, namely:-

TABLE

Address and designation of the Officer	Categories of the Public Premises and local limits of jurisdiction
(1)	(2)
Assistant Administrative Officer, Metallurgical & Engineering Consultants (India) Limited, Bangalore.	All premises belonging to or taken on lease by the Metallurgical & Engineering Consultants (India) Ltd. in Bangalore.

[File No. 10(11)/96-HSM]

D.N. BANSAL, Under Secy.

नई दिल्ली, 15 जुलाई, 1996

New Delhi, the 15th July, 1996

का.आ. 2352—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक, हैदराबाद के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद को पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-96 को प्राप्त हुआ था।

S.O. 2352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Hyderabad and their workmen, which was received by the Central Government on 12-7-1996.

[संख्या एन-12012/32/93/आई.आर.बी.-2]

ब्राज मोहन, डेस्क अधिकारी

[No. L-12012/32/93-IR (B-II)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 24th day of May, 1996

Industrial Dispute No. 28 of 1993

BETWEEN

The General Secretary,
Punjab National Bank Employees Union,
O/o Punjab National Bank, Hyderabad Petitioner

AND

The General Manager,
Punjab National Bank, Bank Street,
Hyderabad Respondent

APPEARANCES :

Sri S. Barath Kumar, Advocate—for the Petitioner.

Sarvasri P. R. Prasad, Ramesh Ranganathan and P.
Suresh, Advocates—for the Respondent.

AWARD

This is a reference made by the Government of India, Ministry of Labour, under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 (hereafter called the Act) by its Order No. L-12012/32/93-IR (B-II) dated 29-7-1993 for adjudication of the industrial dispute mentioned in the schedule which reads as follows :

"Whether the claim of PNB Emp. Union, Hyderabad that the Armed Guards/Security Guards/Watch and Ward Staff of PNB are not required to hold the keys of the Bank premises after closing of the premises is justified? If not, whether the Management of PNB was justified in charge sheeting Sri M. M. Ali, Sub-Staff for refusing to hold the keys of the Bank after office hours? What relief if any, Sri M. M. Ali and other similarly placed workmen are entitled to?"

The said reference has been taken on file as Industrial Dispute No. 28 of 1993. After receipt of the notices issued by this Tribunal, the parties have put in their appearance through their Advocates.

2. On behalf of the Petitioner Union, claim statement has been filed to the following effect. The question for adjudication under this reference is in two parts. The first part is whether Security Guards and Watch and Ward Staff of Punjab National Bank are not required to hold the keys of the Bank premises after closing of the premises and the second part is whether the management of Punjab National Bank is justified in charge sheeting Sri M. M. Ali Sub-Staff for refusing to hold the keys of the Bank after working hours. The locality of the charge sheet against M. M. Ali has to be decided after the first part of this reference is decided. This part of the reference has to be decided keeping in view the duties enumerated for various categories of Award Staff in the various bipartite settlements/instructions which were issued from time to time by the Bank in this regard and also the prevailing law and order environment in the country in general and in the State of Andhra Pradesh in particular. There is an alarming rise in the incidents of bank robberies and decoities, blasting and other forms of crime against the Banks in the State of Andhra Pradesh. Much prior to the prevailing situations, alarmed by the existing crime position, the Government of India in 1983 set up a high power working group to look

into the grave situation obtaining and to compile detailed security instructions on different aspects affecting the security of the Banks. The Committee submitted its report with various recommendations on 3-6-1983. That report contains the duties of the Security Guards/Armed Guard/Watch and Ward Staff wherein nothing was mentioned that such staff are required to hold the keys of the Bank premises after their duty hours and after closing of the premises of the Bank. Subsequent to that report, the Respondent Bank issued Circular No. 11 dated 3-2-1990 to all its offices in the country wherein it was instructed them to retain the main keys of the Bank at all times with them. Apart from this Chapter X of Book of Instructions of the Respondent Bank which deals with the custody of the keys of the Bank, also emphasises the need of holding the keys by authorised officials at all times. Apart from these duties of Armed Guards which are enumerated from time to time and in various bipartite settlements do not require Armed Guards, Security Guards Watch and Ward staff to hold the Bank premises keys during their non-duty hours. On the other hand, all the bi-partite Settlements so far arrived at clearly enumerated the duty of holding of the keys of the bank by the Bank by the Head Cashiers jointly with authorised officials of the Bank. An Officer of the Bank along with Head Cashiers of the respective Branches are liable and duty bound to hold the Bank keys. Special Allowance is being provided for this purpose to the Head Cashier of the Bank. The said duties are confirmed even in the Vth Bipartite Settlement. Apart from the above, the practice prevailing in the Branches of the Respondent-Bank is that the Officers lock the premises and keep the premises keys with them after office hours. In other Banks also the practice is that the keys of the Branches premises are being held by Manager or Officers. The Personnel Division of the Respondent Bank addressed a letter to Sri D. P. Chadah, General Secretary of All India Punjab National Bank Employees Federation on 30-3-1992 clearly admitting that there was no specific or particular provision inter-alia requiring Armed Guards/Security Guards/Watch and Ward Staff to hold the keys of the premises of the Bank after the office hours. He also admitted in that letter that there was no practice in the Respondent Bank of holding staff keys of the premises to Armed Guards and others after duty hours. Thus at no point of time the Armed Guards and others are either on obligation or duty bound to hold the keys of bank premises after duty hours. The other important factor though not legal one is has to be considered by deciding the reference by this Tribunal is vulnerable condition in which sub-staff including Armed guards and others besides being low paid employees of the Bank, they reside in houses situated in the slum areas. In security point of view these conditions are not at all suitable for keeping the premises of the keys of the Branch with sub-staff and any such attempt will only be exposing the helpless employees to danger, besides exposing the Bank interest to risk by giving easy hands to the criminals. Every lock and key in each Branch are accounted for piece by piece and a separate register is being maintained by branch for such purposes. At the end of the day all keys will be preserved in the bank's safe and the safe keys are being maintained under joint custody of the authorised official and head cashiers. With all these precautions to safe-guard the interest of the branch the decision of Respondents to ask the Armed Guards/Security Guards Watch and Ward Staff to main entrance keys with them is inconsistent with the security policy of the Respondent Bank. For reasons that it is everybody common knowledge that if the thief makes his entrance easy into the premises it is much easier to do other things. That the Watch and Ward staff and Armed Guards are kept out of acting as Banks representative traditionally. On the other hand officer staff of the Bank are being treated as representatives of the Bank. At the end of days transactions Award staff members are required to account for all the keys handled by them during the day and make over the charge of the same to the officers staff concerned. The only member of the Award staff who holds keys on behalf of the Bank is the Cashier, who holds such keys under clear and specific agreement with the Bank along with an attendant compensation for the risk that is involved in holding such keys of the Bank. Officer staff are imposing the duty of holding bank premises keys by Watch and Ward staff and Security staff without any basis to shift the responsibility of holding the premises keys from officers staff to Watch and Ward and Security staff and this move by the officers is to safeguard the vested interest.

In so far as the second part of the reference is concerned, the charge sheet issued to M. M. Ali is nothing but an arbitrary and malafide exercise of the power by the Respondent Bank without applying its mind to the issues raised by M. M. Ali. The charge sheet dated 14-9-1991 issued against M. M. Ali is fabricated with false allegation. There is no duty cast upon M. M. Ali to hold the keys of the Bank after duty hours and the Respondent-Management has no right whatsoever to charge sheet M. M. Ali on that account. The Respondent-Management is not justified to charge sheet M. M. Ali for the alleged refusal to hold Bank's keys after duty hours. Hence the Petitioner-Union prays to answer the reference in favour of the Petitioner and against the Respondent Bank.

3. On behalf of the Respondent-Bank a counter has been filed to the following effect. The dispute raised by the Petitioner Union is only to circumvent and to stall the disciplinary proceedings initiated against M. M. Ali, Armed Guard. M. M. Ali was issued charge sheet on 14-9-1991 alleging that he refused to hold the keys of the premises of the Bank. The act of M. M. Ali amounts to wilful insubordination and disobedience of the authorities and amounts to gross misconduct under Clause 19.5 (e) of the Bipartite Settlement. The second part of the reference relating to the relief to be granted to M. M. Ali is beyond the jurisdiction of this Tribunal. It is prerogative of the Management to conduct disciplinary action against its employees for acts of misconduct committed by him. It is only after punishment is imposed that jurisdiction has been conferred on this Tribunal to determine as to whether the charges held are proved and as to whether the punishment imposed is proportionate to the charges. Any dispute sought to be raised to circumvent or pre-empt disciplinary action being taken against the employees is not an industrial dispute as defined under Section 2(k) of the I. D. Act. Since the second part of the reference is not an industrial dispute it is liable to be rejected. There is a procedure for redressal of grievances of employees at various levels within the Bank itself. Regular industrial relations machinery (IRM) meetings are held on regional, zonal and at the central level. In the Central I.R.M. meeting held on 20-8-1991, 21-8-1991 the Petitioner Union represented by its Federation agreed that Armed Guards will keep the keys of the outer gate and not keys of the entire Branch and the said agreement was reached in the I.R.M. meeting to keep the premises gate keys in their possession to perform the duties of safeguarding the Banks property. Having agreed to keep keys of the outer gate of the Branch, it is not open for them to repudiate the understanding recorded in the form of minutes and is binding on the parties. The Bipartite Settlement on which reliance has been placed by the Petitioner Union defines Armed Guards as members of Watch and Ward Staff and persons required to perform Watch and Ward duties, they are entitled to special allowances for discharging their duties as Armed Guards. The working hours of the Bank is for 7 hours on week days and 4 hours on Saturdays. The working hours of the Armed Guard need not necessarily coincide with the working hours of the Branch and their engagement depends upon the necessity of the Branch of his posting. Some time the Armed Guards have to be posted at a Branch during the time other than office hours namely for night duty etc. Therefore though at present Sri M. M. Ali is required to perform his duty during the normal working hours, his service can be utilised at other hours as per needs of the Bank. As per Paras xi (1) and (2) of the Bipartite Settlement dated 17-9-1984 the duties of Armed Guards are some time staggered and as a consequence they are required to come to the Branch early before start of Banking hours and leave the premises at the end of Banking hours after putting the lock on the gates of the premises. Thus, after locking the premises at the end of banking hours, the keys are to be retained by the Armed Guard himself, as he will again be requiring to come to the Branch the next day rendered by the banking hours. The services to be rendered by the Armed Guard being of a different nature and is engaged for protecting the property of the Bank they have to obey the office orders relating to posting and other incidental duties like holding of keys, etc. Sri M. M. Ali was holding the keys all these years and raised the present dispute for the first time against the settlement arrived at by the Union in the I.R.M. meeting held on 20th and 21st August, 1991. Usually the Armed Guards, including Sri M. M. Ali have been holding

one set of keys of the Bank's main gate. It is only because Sri M. M. Ali refused to hold the keys, he was issued charge sheet for wilful insubordination. Then the plea has been taken that the Armed Guards are not required to hold the keys and industrial dispute is sought to be raised. The Armed Guards who are put on night duty by the Bank are required to stand outside the gate after working hours of the Bank and holding one set of keys of the Bank premises to enable to search the Bank premises in case of any disturbances. It is only one set of four sets of keys of entrance gate which are kept with Armed Guards, the other sets being retained by the Manager and officers of the Bank. The Bipartite Settlement does not enumerate all the duties of the Armed Guards and other Watch and Ward Staff. It provides the definition of Armed Guards and other categories of staff. Even if the Petitioner's contentions that the Bipartite Settlement provides for the duties and functions of the Armed Guards and Watch and Ward Staff, it is only to be considered as enumerative and not exhaustive. The only keys which the Armed Guards have to be kept with them the keys of the Bank main entrance gate, it is not as if the Bank safe keys and other keys wherein important documents and registers are kept in the possession of the Armed Guards. The main keys i.e. safe keys of cash and jewellery and other important documents are kept with the Managers or designated officials of the Bank. Those keys are not kept with the Armed Guard. As such, the question of keys being obtained under threats and coercion by terrorist groups does not arise. The reference by the Petitioner Union to the Committee report is totally misconceived. There is nothing in that report which prescribed from giving banks keys to the Armed Guards. The reference to the Circular dated 3-2-1990 is also misplaced in as much as it pertains to the main keys of the Bank and not to the outer gate keys. The reference to the Bank book and instructions is also misconceived. It only deals with the important main keys and do not pertain to the Bank outer gate keys i.e. the keys which enable entry into main premises. The main keys are required to be held only by the authorised officials of the Bank. The Petitioner-Union is seeking to mix up the issue and is making an attempt to bring the keys of the outer gate on par with the main keys and such as safe keys and where important documents and registers are kept. It is true that lock and keys of the Bank is accounted for in a separate registers maintained. The Petitioner's contention that all the keys are preserved in the Bank as if every keys are maintained in the joint custody of the Manager and authorised Head Cashier is not correct. The Bank premises is necessary to be locked by affixing the lock of the outer gate, once the outer gate is locked, it is not possible to keep those keys in the safe and necessarily is to be retained with the person concerned. It is the primary responsibility of the Armed Guards to protect the Banks property and as such and they are required to hold the keys of the Bank premises after closing of the premises for effective discharge of their functions. It is not correct to state that the charge sheet dated 14-9-1991 issued against M. M. Ali is fabricated with false allegations. The disciplinary action was initiated against M. M. Ali as he refused to hold the keys of the Bank premises. This dispute has been raised only to pre-empt and prevent the Respondent Management from taking disciplinary action against the said M. M. Ali for wilful insubordination. Hence the Respondent prays that this Tribunal may be pleased to answer the reference in negative and in favour of the Respondent-Management.

4. On behalf of the Petitioner-Union WW-1 to WW-5 are examined and Exs. W-1 to W-11 are marked. On behalf of the Respondent-Management MW-1 and MW-2 are examined and Exs. M-1 to M-7 are marked. WW-1 is working as Assistant Secretary of the Petitioner-Union and he is also Computer Operator in the Punjab National Bank, Secunderabad Branch. WW-2 is working as Peon-cum-Armed Guard working in the Punjab National Bank in Sanathnagar Branch. WW-3 is working as Armed Guard in Indian Bank, Srinagar Branch, Hyderabad. WW-4 is the General Secretary of the Petitioner-Union and also Clerk-cum-Cashier in the Punjab National Bank, Musheerabad Branch, Hyderabad and WW-5 is Md. Mahboob Ali workman concerned in this reference and he is working as Armed Guard in Punjab National Bank, Bank Street, Hyderabad. WW-1 to WW-5 deposed with regard to the averments in the claim statement and they have categorically stated that it is not the duty and function

of the Armed Guard to hold the keys of the Bank after office hours. MW-1 is the Senior Manager of the Respondent-Bank and MW-2 is the Vice Principal of the Central Staff College of Punjab National Bank, Delhi and he previously worked as Chief Manager, Punjab National Bank, Bank Street, Hyderabad. MW-1 and MW-2 deposed to the everments in the counter and they have categorically stated that it is the duty of the Armed Guards to hold the Bank premises gate keys every day after the office hours. The details of the documents Exs. W-1 to W-11 and Ex. M-1 to M-7 marked on behalf of the Petitioner Union and the Respondent Management are appended to this Award.

5. The points that arise for consideration are as follows :—

- (1) Whether the claim of the Petitioner-Union that the Armed Guards/Security Guards/Watch and Ward Staff of Punjab National Bank are not required to hold the keys of the outer-gate/entrance gate of Punjab National Bank premises after closing of the premises is justified ?
- (2) Whether the disciplinary action initiated against Sri M. M. Ali, Sub-staff Armed Guard alleging that he refused to hold the keys of the Bank after office hours is justified ?
- (3) Whether the workman M. M. Ali, Armed Guard and other similarly placed workmen are entitled for any relief under this reference ?

6. Point (1).—The admitted facts as revealed from the evidence on record are as follows :—

The Petitioner herein is a registered Union of employees of Punjab National Bank. WW-1 is the Assistant Secretary and WW-4 is the General Secretary of the Petitioner-Union. WW-5 M. M. Ali is working as Armed Guard in Punjab National Bank, Bank Street, Hyderabad and he is the workman concerned under this reference. On 21-2-1991 the authorities of the Respondent Bank issued a letter, original of Ex. W-13, to Sri M. M. Ali and one Muneer who are working as Armed Guards to hold the keys of the Bank premises after working hours. M. M. Ali received the said order but refused to hold the keys. On 4-9-1991 once again the Respondent-Management issued another letter, original of Ex. W-15, directing the said Armed Guards to hold the keys of the premises of the Bank after working hours. M. M. Ali failed to receive the said order and he also failed to hold the keys. Hence the charge sheet dated 14-9-1991 Exs. W-16/M-5 was issued to Sri M. M. Ali for disobeying the lawful order of the Management and he was called upon to submit his explanation. On 27-9-1991 Sri M. M. Ali submitted his explanation under the original of Ex. W-17. The Management not satisfied with the explanation submitted by M. M. Ali initiated domestic enquiry and Ex. M-6 is the enquiry report submitted by the Enquiry Officer. Ex. W-19, W-20 and W-21 and documents relating to the other Armed Guard Muneer. The Petitioner-Union raised industrial dispute before the Conciliation Officer as the Respondent-Management initiated disciplinary action against M. M. Ali on his refusal to hold the keys of the Bank premises of the Respondent Bank and this resulted in making this reference to this Tribunal by the Government.

It is also admitted that Armed Guards forms part of subordinate staff and also called as Watch and Ward Staff. They formed part and parcel of Award staff of Punjab National Bank. Their duties are specified under Bipartite Settlements from time to time.

7. The learned counsel for the Petitioner-Union submits that the duties and responsibilities of Armed

Bipartite settlements entered between the Union of the Bank employees and the management and that it is nowhere mentioned that the Armed Guards should hold the keys of the Bank premises after closing of the premises, that under Circular No. 11 dated 3-2-1990 the main keys of the Branch of the Bank must at all times be retained in the possession of authorised officials of the Bank and therefore the Armed Guard M. M. Ali is not required to hold the keys of the Respondent Bank and office orders under Exs. W-13 and W-15 directing M. M. Ali Armed Guard to hold the keys are illegal and void and the disciplinary action initiated against him is liable to be set aside.

8. The learned counsel for the Respondent Management on the other hand submits that besides performing the duties enumerated from time to time in various Bipartite settlements etc.—the Armed Guards are also required to abide the office orders issued by the Branch Manager keeping in view the security of the Bank and that M. M. Ali Armed Guard was directed under the office orders Exs. W-13 and W-15 to hold the keys of the Bank premises and that M. M. Ali disobeyed the said orders and therefore disciplinary action has been initiated against him. The learned counsel for the Respondent-Management further contends that the duties of Armed Guards enumerated in the Bipartite Settlements and Book of Instructions of the Respondent-Bank are only enumerative but not exhaustive and the Armed Guards are bound to obey the instructions of the Branch Managers and perform their duties as per his directions.

9. It is obvious from the evidence on record, that two types of keys are being maintained in every Branch of the Respondent-Bank. The main keys of the Bank relate to Strong Room containing safes with cash and jewellery and also the keys of safes where important registers and documents are kept for safe custody. The other type of keys relates to the keys of entrance door/gate of the Bank premises. It is in the evidence of MW-1 and MW-2 that four sets of keys will be maintained for the entrance door/gate of the Bank premises and one set of such keys will be kept with the Armed Guard after closure of the Bank premises so as to enable the Armed Guard to open the Bank premises on the next day morning facilitating the sweeper to clean the premises and make it ready for the Bank officials to perform their duties, and the main keys i.e. relating to strong room keys of safes containing cash, jewellery, etc. will be kept with the designated officials of the Bank and the Head Cashier who is also an Award Staff and the Head Cashier is being paid additional remuneration for performing that part of the job.

10. A perusal of the claim statement filed on behalf of the Petitioner Union goes to show as if the Armed Guard were asked to hold the main keys i.e. Strong Room keys of the Bank after closure of the Bank premises and it is not the duty of the Armed Guards as enumerated in Bipartite Settlements and Book of Instructions etc. But it has come in the cross examination of WW-1 that Armed Guards were asked only to hold the keys of the outer gate of the premises of the bank and not the main keys of strong room, cup-

boards etc. WW-1 in his cross examination stated thus : "I am familar with the banking operations, cash and jewellery are stored in the strong room of the Bank. This strong room is also under lock and key. All cup boards, fire proof cabinets, filing cabinets, Stationery rooms even table drawers are under lock and key. None of the keys for the above mentioned items are given to the armed guards. Our case before this Hon'ble Tribunal is that the armed guards should not be asked to hold the keys of the outer gate of the premises of the Bank. The keys for the outer gate of the main premises is different from all other keys such as strong room, cup boards etc. There will be four sets of keys to the outer gate of the main premises of the Bank, of which Sri Ali was asked to hold one set of keys. I am not aware as to who holds the other three sets of the keys. "It is lean from this evidence of WW-1 that the dispute under this reference is whether the Armed Guards|Security, Guards of the Respondent-Bank are not required to hold the keys of the outer-gate of the premises of the Bank after closing of the Bank premises. The learned counsel for the Petitioner-Union submits that under Ex. W-4 dated 5-6-1987 Punjab National Bank, Regional Office, Hyderabad, issued a letter to all it's Branch Offices enumerating the security measures to be taken up in view of the deteriorating law and order situation countrywide with the increase in crimes especially those directed against the Banks, and in the said security measures, it is highlighted that the keys should be kept with officers of the bank and not with the Armed Guards. Ex. W-8 is the letter dated 9-7-1984 addressed to one Armed Guard by name Vithal Ramiah incorporating the recommendation of the working group and security arrangement in Bank. Ex. W-9 is the xerox copy of Chapter X of Book of Instructions (routine) containing instructions in respect of cash custody control and safeguards and the custody of important keys and duplicate keys. It is mentioned in this document that "the main keys of the Branch must, at all times, be retained in the possession of authorised officials. Grave consequences that are liable to result from non-observance of this instruction cannot be too strongly impression officials responsible for the safe custody of cash and securities". The learned counsel for the Petitioner Union is also relying on Exs. W-10 and W-11. Ex. W-10 is an entry at page 47 relating to special allowances for Armed Guards in the book titled as "service conditions of Bank employees", by R. K. Ghotgalkar Third Edition 1989. The same book reprinted October 1994 is also marked as Ex. M-2. This relates to payment of special allowances to the Armed Guards and the duties to be performed by them. As seen from this document, the Armed Guards are required to perform Watch and Ward duties i.e. to watch or look after the premises or department for the purpose of safety and security and guard against attack, assault or infiltration and against the removal of the bank's property by any unauthorised person and/or to watch and guards as above the movement of cash from one place to another whether inside or outside the Bank for which purpose they are required to carry on any of the weapons, like guns, pistols or any other fire arms, or dagger, sword, khukri or spear or any other licensed weapon. Ex. W-11 is entries in pages 17 to 23 in

the "Security Manual" relating to the duties of Security Department and Security Officer|staff. At page 20 in Ex. W-11 the duties of the Security Guard are enumerated. Relying on these documents Exs. W-4, W-8, W-9, W-10 and W-11, the learned counsel for the Petitioner Union submits that holding of keys of the outer gate|door of the Bank premises after the banking hours is not mentioned as one of the duties of the Armed Guard|Watch and Ward of the Respondent-Bank and as such the Armed Guard should not be directed by the Management to hold the said keys. The learned counsel for the petitioner further submits that on the other hand, it is specifically mentioned in Ex. W-9 that the main keys of the Branch must at all times be retained in the possession of the authorised officials of the Bank. It is no doubt true that holding of keys of the outer gate of the Bank premises is not enumerated as one of the duties|functions of the Armed Guard in any of these documentary. I am in full conformity with the argument of the learned counsel for Respondent-Bank that the duties mentioned in all these documents are only enumerative but no exhaustive. Moreover, the maintenance of keys relating to the strong room wherein cash, jewellery and other important documents are preserved will be kept with the designated officials of the Bank or designated officers of the Bank and the Head Cashier. Therefore, a provision is made with regard to the custody of such keys in the document Ex. W-9. The custody of the keys relating to outer-gate|Door of the Bank premises is not so important as key of the strong room etc. Admitted the Armed Guard has to stay back in the Bank premises till it is closed by the Branch Manager or other officers of the Bank and thereafter it has to be locked. Again it has to be reopened on the next day morning. Till such time the key of outer gate|Door should be kept with the custody of the Armed Guard in whose presence it has to be reopened. Moreover, it has come in evidence that four sets of keys will be maintained for the outer gate of the Bank premises and one set of it will be entrusted for custody to the Armed Guard. The main keys relating to the strong room, under no circumstances, can be entrusted to the custody of the Armed Guard.

They have to be kept under the joint responsibility of the Head Cashier and the designated official of the Bank. Therefore, it will be in the fitness of things that one set of keys of the outer-gate|door of the Bank premises should be kept with the Armed Guard who maintains security and safety of the Bank.

11. As seen from the oral evidence on record, WW-1 is a Computer Operator working in Secunderabad Branch of Punjab National Bank. WW-1 deposed with regard to the service conditions of Armed Guard as contained in Exs. W-10 and W-11 and also with regard to the correspondence between the Petitioner-Union and the Respondent-Management. WW-2 is Peon-cum-Armed Guard working in Sanathnagar Branch of Punjab National Bank. He deposed that his duty as Peon-cum-Armed Guard is to hold the premises keys during the working hours to check persons coming and going out of the Bank and safeguarding the interest of the Bank and that during the working hours the keys of the main gate will be entrusted to Armed Guard to close and lock the door in case of emergency. In his cross examination

W.W.2 admits that there is police protection to the Bank for all 24 hours and the keys of the main gate will be kept in the Police custody. Admittedly there is no police guard posted with the Respondent Bank. W.W. 3 is an Armed Guard working in Indian Bank, Srinagar Branch, Hyderabad. He speaks of the practice prevailing in his Bank. He deposed that the keys of the Bank will be kept with the officers and the keys will never be entrusted to Security Staff and the Bank will be opened by the Accountant and closed by the Accountant every day. In his cross examination also he stated that "the Accountant will have the keys of the main gate as well as chest and that the order keys of the main gate will be kept with another officer of the Branch. I am not aware of the system of holding keys in the Punjab National Bank." F.W4 is working as Clerk-cum-Cashier in the Musheerabad Branch of Punjab National Bank and he is also the Secretary of the Petitioner-Union. He deposed with regard to the duties of the Armed Guard as enumerated in the Bipartite Settlement 1994. He also deposed with regard to the enquiry held against M. M. Ali. In his cross examination he deposed that the Armed Guards will report for duty at 9.30 A.M. and they will leave the premises at 6.30 P.M. He also admits the letter Ex. M1 dt. 15-4-1993 addressed to the Chief Manager of Punjab National Bank, Hyderabad and with regard to the minutes of the meeting of Central Industrial Relation Machinery held on 20th and 21st August 1991, W.W4 stated in his cross examination thus : "On 20th and 21st August, 1991 the Central Industrial Relation Machinery meeting was held. In the said meeting the Union was agreeable to keep the keys of the outside gate with the Armed Guards. On 15-4-1993 I gave letter to the Chief Manager, Punjab National Bank, Bank Street, Hyderabad in which it was stated that Sri M. M. Ali will attend to his usual duties as an Armed Guard of the Bank and also will hold the keys. Ex. M-1 is the said letter dated 15-4-1993 addressed by me. It bears my signature. Witness adds; that letter was subject to the final settlement between the Management and the Union with regard to holding of the keys by M. M. Ali. Prior to this reference, Sri M. M. Ali used to hold the keys of the premises for some time." Ex. W-5 is the xerox copy of the minutes of Central Industrial Relations Machinery meeting held on 20th and 21st August, 1991. Item No. 10 of Supplementary Agenda in this minutes relates to the subject "Bank keys with Armed Guards and Sub-Staff". It is categorically mentioned in this minutes that the Federation had agreed that "Armed Guards should keep the keys of the outer-gate and not keys of the entire branch". Thus as early as August 1991 itself, the Federation of the employees had categorically agreed that Armed Guards should keep the keys of the outer gate and not the keys relating to the strong room etc. WW-5 is the workman M. M. Ali concerned under this reference. He admits in his evidence that he was holding the keys of the outer-gate of the Bank premises. But he says that subsequently he refused to hold the same. In his examination-in-chief WW-5 stated thus :

"The Bank authorities have not given any instructions to me to hold the keys of the Bank prior to 1991. In 1991 Bank authorities

have instructed me to take the keys orally. In 1991 I have asked the authorities to give me written instructions to hold the keys. On 23-2-1991 the Bank authorities have given a letter to hold the keys of the Bank. 23-2-1991 the Bank authorities have issued office order stating to hold the keys of the Bank. I used to hold after instructions given by the Bank authorities. There are no rules and regulations to Armed Guard to hold the keys of our Bank". In his cross examination WW-5 stated thus : "Prior to 1991 I did not keep the office keys with me. After the office order dated 21-2-1991 and 23-2-1991 I kept the keys of the Bank premises with me. Even though there are office orders asking me to keep the keys, I am not holding the keys of the premises with me. I did not keep the keys of the premises because there was no subsequent office order asking me to keep the keys. In the enquiry held against me I clearly stated that I did not refuse to keep keys with me. I was asked to hold the keys of main door of the Bank premises. I was given only the keys of the main door of the Bank. When once I accept the keys I must secure all the three floors of the Bank premises and it is very difficult to keep vigil of all the three floors of the Bank premises and hence I refused to keep the keys with me. As the compound wall was not there I refused. Witness again says I never refused to keep the keys. I am ready to keep the keys now with me as and when the Management gives an office order to me instructing me to take the keys. "MW-1 worked as Senior Manager under the Respondent-Bank previously. He deposed that M. M. Ali and Muneer Khan worked as Armed Guards and their duty hours are from 7.00 a.m. to 2.00 p.m. and from 2.00 p.m. to 9.00 p.m. and they work in shifts by turns, that one set of keys of the entrance was kept by both the Armed Guards to facilitate the opening of the premises at 7.00 a.m. and close the premises at 9.00 P.M. every day and that M. M. Ali was holding entrance keys of the Branch prior to 1991. He also deposed that Armed Guards are paid special allowance by the Bank as they will be holding Gun supplied by the Management. He further deposed that it is the Branch Manager to assign the duty hours to the Armed Guards as per the requirement of the Bank. During February 1991 suddenly Shri M. M. Ali returned the Branch premises entrance keys and inspite of request he refused to hold the keys and hence an office order was issued and inspite of the said office order M. M. Ali refused to hold the keys and therefore the charge sheet was issued by the Chief Manager of the Bank and domestic enquiry was conducted, and in the enquiry it is proved that M. M. Ali refused to hold the entrance gate keys and two increments were cut by

way of punishment but it was not implemented because of the pendency of this reference. In his cross examination it is suggested to him that M. M. Ali was holding the premises keys at the request of the Management and not as a matter of duty and the said suggestion has been denied by him. MW-2 worked as Chief Manager of the Respondent-Bank during 1990 and 1992. He deposed that it is the duty of the Armed Guards to hold the gate keys of the Bank premises, that the two Armed Guards were working in two shifts. It is between 7.00 a.m. to 2.00 p.m. and from 2.00 p.m. to 9.00 p.m. every day, and that M. M. Ali was holding the keys of the gate of the Bank premises while he worked as Chief Manager and during the February 1991 M. M. Ali refused to hold the gate keys of the Bank premises and as such office order was issued and under that order M. M. Ali was directed to hold keys of the gate and inspite of that order M. M. Ali refused to hold the keys. He also deposed that in August 1991 Industrial Relation Machinery meeting was held and in that meeting a particular issue relating to holding of gate key was discussed between the Top Management of Punjab National Bank as well as Union leader and it was held in that meeting that the entrusting of the keys of the Branch to Armed Guards should be viewed from security angle and that the Federation agreed that armed guards should keep the keys of the outer gate and not the keys of the entire Branch. He also marked the xerox copy of the relevant minutes of meeting as Ex. M-3. He also deposed that subsequently a charge sheet was issued to M. M. Ali on 14-9-1991 and enquiry was conducted. He also deposed with regard to Circular Ex. M-7 dated 27-5-1995 issued by Personnel Head Office of the Punjab National Bank wherein it is mentioned that as per the normal practice one set of keys of the entrance gate is entrusted to Peon/Guard.

12. It is clear from the evidence of MW-1 and MW-2 and WW-4 and WW-5 that M. M. Ali was holding the keys of the outer gate even prior to February, 1991 i.e. before the issuance of office order under Ex. W-13 and when he refused to hold the keys he was issued written order under Ex. W-13 and as he refused to hold the keys in pursuance of that office order he was issued a charge sheet and disciplinary action has been initiated against him. Moreover as seen from Exs. W-10 and W-11 an Armed Guard has to perform diligently of such law-ful duties as assigned to him by the Branch Manager/Security Officer or his superiors and he should be under the general supervision and control of Zonal and Regional Branch Manager. Being an armed guard he must perform the duties as entrusted to him by his Branch Manager, considering the safety and security of Bank premises. It is in the evidence of MW-1 that two office orders under Exs. W-13 and W-15 were issued

to M. M. Ali to hold the keys of the outer gate premises after the bank is closed. There is nothing unlawful in the issuance of such office orders to Arm guard M. M. Ali. It is the duty of the Armed Guard to obey such lawful orders issued by the Branch Manager. As earlier stated, Armed Guard is not entrusted with the custody of the main keys relating to strong room and cup-boards etc., wherein cash, valuable jewellery and documents are kept. Moreover, even for effectively discharging their duties as mentioned in the Disputite Settlements and in the Book of Instructions, the Armed Guards have to hold the keys of the outer gate premises of the Bank. The learned counsel for the Respondent submits that with a view to pre-empt disciplinary action being taken against M. M. Ali for dis-obeying the lawful orders of the Management, the Petitioner Union has raised this dispute as otherwise there is no industrial dispute within the meaning of Section 2(k) of the I. D. Act. There is much force in this contention. As could be seen from the evidence on record, the petitioner Union has taken up the cause of the workman M. M. Ali as the Management initiated disciplinary action for dis-obeying the lawful office orders issued under Exs. W-13 and W-15 and raised the dispute before the Conciliation Officer pre-empting the management to proceed with the disciplinary action.

13. In the light of my above discussion, I hold on Point (1) that the claim of the Petitioner Union that the Armed Guards/Security Guards/Watch and Ward staff of the Respondent Bank are not required to hold the keys of the outer-gate/door of the Bank premises after closing of the premises is not justified. Thus the point is decided in favour of the Respondent Management and against the Petitioner Union.

14. Point (2).—This point relates to the justifiability of the disciplinary proceedings initiated against M. M. Ali for his alleged wilful in subordination. It is not disputed that initiation of disciplinary proceedings against an employee is a prerogative of the Management and it is not open for the Petitioner-Union to raise a dispute prior to the completion of the disciplinary proceedings in as much as it does not amount to industrial dispute as defined under Section 2(k) of the I. D. Act. This Tribunal gets jurisdiction to adjudicate an industrial dispute only after the Management had completed the disciplinary proceedings and taken disciplinary action against its employee. Admittedly the disciplinary proceedings initiated against M. M. Ali are not yet completed. Therefore any opinion expressed by this Tribunal will affect pending disciplinary proceedings and it also amounts to pre-judging the disciplinary proceedings. Therefore this Tribunal is not inclined to express its opinion on the justifiability of the action of the Respondent-Management in issuing the charge sheet to M.M. Ali for his alleged insubordination. Therefore no finding is given on this point.

15. Point (3).—This point relates to the relief to be granted to M. M. Ali. In view of my finding on Points (1) and (2), M. M. Ali and other similarly placed Armed Guards are not at all entitled for any relief under this reference.

16. In the result, Award is passed stating that the claim of the Petitioner-Union that the Armed Guards/Security Guards/Watch and Ward staff of Punjab National Bank are not required to hold the keys of the Bank premises after closing of the premises is not justified and that no finding is given with regard to the justifiability of the action of the Respondent-Management in charge sheeting M. M. Ali for his alleged insubordination as it amounts to prejudging the disciplinary proceedings initiated against him and that M. M. Ali and other similarly placed workmen are not entitled for any relief under this reference. The reference is thus answered. Parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 24th day of May, 1996.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

Witness Examined for

the Petitioner :

WW-1—S. V. Mallikarjun Rao.

WW-2—P. Hanumajiah.

WW-3—Omprakash.

WW-4—R. Mount Baten.

WW-5—Mohd. Mahboob Ali.

Witness Examined for

the Respondent :

MW-1—P. S. L. M. Hargopal.

MW-2—P. Srinivasan.

Documents marked for the Petitioner

Ex. W-1—Letter addressed by the Branch Secretary and others to the Chief Manager Punjab National Bank.

Ex. W-2—Xerox copy of letter dated 1-3-91 issued by the Union.

Ex. W-3—Xerox copy of the letter dated 14-3-91 issued by the Union.

Ex. W-4—Xerox copy of the circular dated 5-6-1987 issued by the Regional Manager, Punjab National Bank.

Ex. W-5—Minutes dated 20th and 21st August of the meeting held between All India Punjab National Bank Employees Association and the Management held at Head Office New Delhi.

Ex. W-6—Xerox copy of the minutes held on 14th and 15th October, 1992 between the Punjab National Bank Employees Association at New Delhi.

Ex. W-7—Xerox copy dated 13-3-92 written by the General Manager, Personal Manager to the General Secretary, All India Punjab National Bank Employees Union, regarding

the duties of the watch and ward of the Bank.

Ex. W-8—Letter addressed to M. Vithal Ramaiah Armed Guard by the Management regarding the Security arrangements in the Bank (Xerox copy).

Ex. W-9—Xerox copy dated 3-2-1990 of the internal circular of the Bank regarding inspection and control.

Ex. W-10—Printed book containing service condition of the Bank Employees.

Ex. W-11—Page from 17 to 23 in the said manual (Ex. P-10).

Ex. W-13/21-2-91—Letter issued by the Punjab National Bank.

Ex. W-14—Xerox copy of the office order dated 23-3-91 regarding the charge of duties.

Ex. W-15—Xerox copy of the office order dated 4-9-91 by the Bank authorities to hold the keys.

Ex. W-16/14-9-91—Xerox copy of the charge sheet.

Ex. W-17/27-9-91—Xerox copy of explanation.

Ex. W-18—Xerox copy of the letter dated 19-3-91 requesting to go to roza.

Ex. W-19/14-9-91—Xerox copy of the charge sheet issued to Muneer Khan.

Ex. W-20—Xerox copy of explanation.

Ex. W-21—Xerox copy of the office order dated 22-10-1991 given to Mr. Muneer Khan.

Documents marked for the Respondent

Ex. M-1—Letter dated 15-4-93 addressed to the Chief Manager Punjab National Bank, Hyderabad.

Ex. M-2—Service condition of Bank employees book.

Ex. M-3—Xerox copy of the Minutes along with the covering letter.

Ex. M-4/14-9-91—Charge Sheet issued to M. M. Ali.

Ex. M-5—Office copy of the charge sheet.

Ex. M-6—Enquiry report submitted to the Management of Punjab National Bank.

Ex. M-7—Circular dated 27-5-1995 issued by the Personal Division Head Office of Punjab National Bank.

नई दिल्ली, 16 जून, 1996

का.आ. 2553—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबंध नियोजकों

और उनके कर्मचारों के बीच, असुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 बम्बई को पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-96 को प्राप्त हुआ था।

[संख्या एन-12012/100/92-आई आर बी-2]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 15-7-96.

[No. L-12012/100/92-IR(B-II)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/53 of 1992

Employers in relation to the management of Bank of Maharashtra,

AND

Their Workmen.

APPEARANCES :

For the Employers : Mr. R. G. Londhe, Representative.

For the Workmen : Mr. Vinayak Karmarkar, Representative.

Mumbai, dated 2nd July, 1996

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/100/92-IR(B.II) dated 31-8-92, had referred to the following Industrial Disputes for adjudication :

"Whether the following mentioned action of the management of Bank of Maharashtra in relation to its Pune Zone are justified and in accordance with settlement dated 13-4-87 and if not, what is the relief to which the workman named in the list appended herewith are entitled?"

1. The action of the management in giving allowance posts of Cashier-in-charge and teller during different periods to same person namely Shri N. S. Godbole, working at Laxmi Road Branch at the same place without regard to city seniority.
2. The action of management in not offering the post of Cashier in charge at Pimpri to Shri N. S. Godbole before offering the same to the workmen named in the list appended herewith as per the settlement dated 13-4-87.
3. The action of management in disintitling the workmen named in the list from higher allowance posts in future.

1862 GI/96-4.

LIST OF THE WORKMEN

Sr. No.	Name of the Workman	Designation & place of Posting
1.	Sh. C. M. Faijpurkar	Teller, University Br., Pune.
2.	Sh. S. P. Sane	Teller, Camp Br. Pune.
3.	Sh. V. D. Gore	Teller, Guruwarpath Br. Pune.
4.	Sh. H. N. Kulkarni	Teller, Kasbapeth Br. Pune.
5.	Sh. M. M. Katakhar	Teller, Sangmawadi Br. Pune.
6.	Sh. R. R. Joshi	Teller, Bajirao, Road Br., Pune.

2. The General Secretary, Bank of Maharashtra Karamchari Sangh, Pune filed a statement of claim at Ex-2. It contended that the service conditions of the bank employees are governed by Shastri and Desai awards and various Bipartite settlements. There are allowances carrying posts for the award staff. So far as these posts are concerned the management and the unions entered into a settlement for its allotment on 13-4-87. These settlements deals with the position of existing allowances holders, allotment of post in ascending orders, allotment of post to the candidate on the basis of seniority list at city and other things.

3. It is averred that the extension counter at Laxmi Road Branch was closed by the bank in October 1987. Shri N. S. Godbole was working as a cashier incharge at extension counter, Laxmi Road Branch, Pune. He returned to the Main Branch at Laxmi Road. But there he was not performing the duties of cashier incharge, as commensurating as to his designation. Thus he was the spare or a surplus cashier in charge in Pune City, region.

4. On 15-12-89 the Chief Manager (Administration), Pune Zone issued orders to 46 cashier in charge but did not transfer Godbole even though he was working for 20 years in the same branch and was eligible for transfer.

5. Consequently upon the post Cashier-in-charge falling vacant permanently the Chief Manager (Administration), Pune Zone instead of transferring Godbole to Pimpri Branch as a cashier-in-charge being the spare or surplus cashier in charge, over the same post to Shri G. M. Faijpurkar working as teller at University Branch, Pune on 30-7-90. He then wrote a letter dated 31-7-90 and asked about favouritism with Godbole. Instead of replying to his queries the Dy. General Manager with a colourable exercise of powers wrongly quoted that he has rejected the offer of the post to cashier in charge, Pimpri Branch and informed him by his letter dated 30-8-90 that he is disintitled to claim any higher allowance carrying posts in future.

6. The management then offered the same post to Sane, Gore, Kulkarni, Katakhar and Joshi. They also made representations and were delay by the management with the same fashion like that of Faijpurkar.

7. The union contended that as per the agreement dated 13-4-87 the management should have offered the post of cashier in charge at Pimpri to Godbole and not to Faijpurkar and others. It is submitted that under such circumstances the action which is taken by the management is illegal, void and deserves to be modified and the reference has to be answered in favour of the union as prayed.

8. The management resisted the claim by the written statement Exhibit 3. It is averred that as per the settlement dated 13-4-87 the allowance carrying posts in the towns having more than one branch are to be allotted on the basis of city seniority and as per the ascending order.

9. It is pleaded that initially Laxmi Road Branch, Pune was functioning in two different premises opposite to each other. There were two posts of cashier in charge. In addition to that in a branch there was one post of a teller and second of cashier. In May 1986 the second of other premises were shifted to many premises of the bank. Godbole who was working there was brought to the main premises. He also continued to draw allowance of Rs. 189 p.m. payable to the allowance posts. He was however allotted duties of teller (Commensurate to the allowances drawn by him) in the main branch because both the posts were carrying the same allowances of Rs. 189. The result was that in the Main Branch there were two cashiers in charge, one teller who were carrying special allowances of Rs. 189 p.m. and one second cashier carrying allowances of Rs. 25 per month. It is therefore Godbole was asked to perform duties of teller on temporary basis by order dated 18-4-90. Thus he was not a teller in its true sense because for becoming a teller one has to be necessarily a second cashier as per the settlement dated 13-4-87. He was also not entitled to the post of cashier in charge at Pimpri because it has to be given to senior most permanent teller. Infact he was excess cashier in charge at that branch. But the duties of teller were allotted just because of the exigencies of work and the allowances for cashier in charge and teller are the same.

10. It is averred that for all these reasons the claim of the union is unjust. The post was rightly handed over to Fajimurkar the senior most teller, university branch. He did not accept the offer. Therefore, the necessary orders were passed. It is contended that those persons whose names are appearing in the schedule refused the offer and now claiming allowance retrospectively by giving one or the other reasons for proving that refusal should not be treated as refusal. It is averred that thus the incident show how there is a tendency to avoid transfers. It is submitted that the employees are not entitled to any of the reliefs as claimed and the reference deserves to be answered accordingly.

11. The issues that fall for my consideration and my findings there on are as follows :—

Issues	Findings.
1. Whether the action of the management is giving allowance carrying post to the cashier in-charge of teller during different periods of the same persons namely Shri N. S. Godbole working at Laxmi Road Branch at the same place without regard to city seniority justified?	Is justified.
2. Whether the action of the management in not offering the post of cashier-in-charge at Pimpri to Shri Godbole before offering the same to the workman named in the list appended that the schedule as per the settlement dated 13-4-87 is justified?	Is justified.
3. Whether the action of the management dis-entitling the workman named in the list appended with the schedule with a higher allowance post in future is justified?	Is justified.
4. If not, what relief the workers are entitled to?	Does not survive.

REASONS

12. To bolster up the case the union examined Gurnath M. Fajimurkar. (Exhibit-6) and the management examined Dilip Trimbak Jadhav (Exhibit-7) senior manager of the bank. They relied upon the documents which were filed by the union alongwith Exhibit-5. The admitted portion which reveal from the testimony of these two witnesses and the documents on the record can be narrated as follows : "On 13-4-87 a statement was signed before the Regional Labour Commissioner between the management and All India Bank of Maharashtra Employees Federation alongwith all India Bank of Maharashtra workers organisation. As per the said settlement the allowance carrying posts in the said cities/towns having more than one branch are to be allotted to the members of award staff on the basis of the

city seniority and in ascending order. It was also agreed by the said settlement that the existing allowance holders in the branches shall not be disturbed as a result of introduction of city seniority for the purpose of allotment of allowance carrying posts. The ascending order so far as the allowance carrying posts means lower allowance to higher allowance. In clerical grade it ascends as second cashier, teller cashier in charge, machine operator and encorder operator. So far as the second cashier is concerned he gets Rs. 25 p.m. as an allowance. Teller and cashier in charge gets Rs. 189 p.m. as allowance. But for getting the post of machine operator one has to get the post of cashier in charge.

13. Laxmi Road Branch, Pune was functioning in two different premises opposite to each other. In both the branches there were the post of cashier in charge. In the main branch there was the post of a teller and a second cashier. Jadhav affirmed that in May '86 the section which was working in Opposite building of the Main Branch was shifted in the premises of the main branch. The result was that in the main branch there were two cashiers in charge, one teller and one second cashier. Mr. Godbole was working as a cashier in charge in the branch which was working opposite to the main branch. He was drawing allowances of Rs. 189 per month.

14. Jadhav affirmed that due to these change, there were two cashier in charge in the main branch. The cashier in charge possess the keys of the cash. It is therefore, Godbole was asked to work as a teller. Infact from the order dated 8-5-92 (Exhibit-5/1) it reveals that Godbole was working as a cashier in charge in that branch. After shifting that branch to the main branch the Regional Manager by his order dated 18-4-90 (Ex-5/2) designated Godbole as a teller with immediate effect. On its basis it is tried to prove on behalf of the union that when the post was offered to Fajimurkar on 30-7-90 Godbole being senior to him as a teller it should have been offered to him. I am not inclined to accept this submission on two grounds. "On that relevant time even though he was working as a teller he was a cashier in charge. It does not reveal from the record that he was reverted to the post of a teller because one gets the post of cashier in charge from the post of a teller. It is therefore, there was no question of offering him the post of cashier in charge at Pimpri which fell vacant on 30-7-90.

15. From the cross-examination of Jadhav it is tried to bring on the record that when cashier in charge were transferred in 1989, Godbole was not transferred even though he was in that branch for a pretty long time. It can be seen from the testimony of Jadhav that particularly at that time Godbole was working as teller even though he was cashier in charge. Naturally he could get the benefit and was not transferred, being in the category of cashier in charge. It is tried to suggest on behalf of the union that temporary allotments are issued by the branch manager and permanent allotments are made by the Regional Officer. In other words when Godbole was given the letter Exhibit-5/2 according to union he was a teller. That cannot be accepted. If that is to be accepted it is a demotion and for that there must be some evidence. From the letter dtd 18-4-90 it does not reveal to that effect. On the contrary it supports the case of the management.

16. Time and again it is tried to suggest that as Godbole was excess at the main branch he should have been transferred to Pimpri. I may mention it here that it is obviously the choice of the management to post the person at a particular place. The employee cannot insist or ask for a particular posting. It cannot be said that Godbole was a teller on 30-7-90 and then as per the seniority in station he was to be offered the post of cashier in-charge at Pimpri. Admittedly on that date Fajimurkar was teller at University branch. The offer letter (Ex-5/3) was given to Fajimurkar and his unconditional acceptance was called for within two days. Instead of giving that on 31-7-90 Fajimurkar wrote a reply (Exhibit-5/4) to that letter and called for some information from the management concerning Godbole. The management wrote a letter (Exhibit-5/5) dated 9-8-90 and informed him that the reply which is given by him cannot be said to be acceptance. To that letter Fajimurkar gave reply (Exhibit-5/6) on 10-8-90. It is again different time of reply which was not asked for. After receipt of that letter the management wrote a letter (Ex-5/7) on 13-8-90 and informed him that his reply cannot be termed as un-

conditional acceptance of the offer and they treated this as refusal. Faipurkar admit the position that as per the stipulate settlement acceptance of an offer should be unconditional. After going through these replies I have no hesitation for coming to the conclusion that the time limit which was given for acceptance was not adhered to, put some information was called from the management by Faipurkar, the concerned employee. After perusal of these documents one has to come to the conclusion that Faipurkar was not ready to accept the post at Pimpri at given time and on the given offer. As that is so the management was perfectly justified in treating the offer as refused.

17. So far as the other employees which are mention in the schedule are concerned they were given offer of the post of cashier in charge at Pimpri as per the seniority one after another for which they gave the same replies which resulted in to the managements decision that they have refused the offer. Admittedly when once the offer is refused the employees is debarred for getting any such special allowance posts. For all the reasons I find that the action which is taken by the management is perfectly illegal and justified. It is in accordance with the settlement dated 13-4-87. In the result I record my findings on the issues accordingly and pass the following orders :—

ORDER

The action of the management in giving the allowance carrying post to cashier in charge and teller during different periods to Shri. N. S. Godbole working at Laxm. Road Branch is justified.

The action of the management in not offering the post of Cashier in-charge at Pimpri to Shri N. S. Godbole before offering the same to the workmen named in the list appended in the Annexure is as per the settlement dated 13-4-87 and is justified.

The action of the management in disintitling the workmen named in the list from higher allowance posts in future is justified.

No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का.आ. 2354—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच पी सी एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-96 को प्राप्त हुआ था।

[संख्या एल-30012/6/94—आई आर/मि/आई. आर. (सी-I)]
ब्राज मोहन, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H. P. C. Ltd. and their workmen, which was received by the Central Government on 16-7-96.

[No. L-30012/6/94-IR(Misc)/IR-(CI)]
BRAJ MOHAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 20 of 1994

Parties :

Employers in relation to the management of Hindusthan Petroleum Corporation Ltd.

AND

Their workmen.

Present :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

Appearance :

On behalf of Management.—Mr. S. Sengupta, Advocate with Mr. S. Bhattacharya, Advocate.

On behalf of Workman.—Mr. S. R. Alam, Advocate.

STATE : West Bengal

INDUSTRY : Petroleum

AWARD

By Order No. L-30012(6)/94-RR (Misc.)/IR (Coal-1) dt-10-6-1994, the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Hindustan Petroleum Corporation Ltd. 10 Church Lane, P.B. No. 146, Calcutta-1 to terminate Shri Ashim Kumar Banerjee from his services is justified ? If not, what benefits is the concerned workman entitled to ?"

2. This reference was received by this Tribunal on 24th June, 1994. Though notice had been made sufficient on both the parties, the workman has not yet taken any steps for presenting his case by examination of his witness, nor has examined himself as a witness, even though several adjournments were given for the purpose.

3. Mr. Sengupta, learned counsel appearing for the management stated since the workman did not produce any evidence in support of his case, the management has nothing to answer.

4. Since no adjudication is possible without any evidence on record and the workman inspite of notice has not taken any steps for producing the same, the Tribunal holds that the workman has given up his case. No material is also available to suggest that the workman was unduly prevented to present his case. Accordingly, I pass this "No Dispute" Award.

The reference is disposed of accordingly.

K. C. JAGADEB ROY, Presiding Officer
Calcutta.
The 26th June, 1996.

नई दिल्ली, 18 जुलाई, 1996

का.आ. 2355—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इन्ड्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बम्बई नं. 1 के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/277/93—आई आर (सी-II)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/277/93-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice R. S. Verma, Presiding Officer

REFERENCE NO. CGIT-1/53 OF 1994

Parties :

Employers in relation to the management of Rajur Colliery, W. C. Ltd.

AND

Their workmen.

Appearances :

For the Management : Shri B. N. Prasad, Advocate.
For the Workman : No appearance

INDUSTRY : Mining

STATE : Maharashtra

CAMP : Nagpur

Nagpur, dated the 18th day of June, 1996

AWARD

None for the Union. Notice of the union for today has not been return after service.

Earlier notices were served on the union on 7-12-94 to appeal on 3-2-95 and on 12-9-95 for appearance on 31-10-95 But the union did not chose to appear.

Shri B. N. Prasad appears for management. He states that workmen in question have already been promoted to Category V from Category 4 and thus the claim stands satisfied and this is why the workmen on the union is not appearing. He has shown for my perusal order No. WCL/RSM/SAM/Pers/95/3109 dated 12/15-1-95 whereby the workmen have been promoted as stated already. Their names appear at S. Nos. 46, 47 and 48.

Thus, I find that there remains no dispute to be settled. A no dispute award is accordingly made.

R. S. VERMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का.आ. 2356—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इन्ड्र सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/506/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/506/91-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice R. S. Verma, Presiding Officer.

REFERENCE NO. CGIT-1/29 OF 1992

Parties :

Employers in relation to the management of Chandrapur Rayatwari Colliery of W.C. Ltd.

AND

Their workmen.

Appearances :

For the Management : Shri B. N. Prasad, Advocate.
For the Workman : Shri S. R. Satpute.

INDUSTRY : Mining

STATE : Maharashtra

CAMP : Nagpur.

Nagpur, dated the 20th day of June, 1996

AWARD

Shri S. R. Satpute has not in appearance for union. Shri Pachnoor Cencutty and Shri Lakhan Phatingan workmen in person. Both the workmen are identified by Shri S. R. Satpute.

Shri B. N. Prasad for management. Both the workmen have given in writing that they have ceased to be members of the union, which initially espoused their cause; they have also stated that they want to withdraw the dispute raised by them because they are negotiating the matter with the management. Shri Prasad confirms that the matter is being processed by the management.

It may be stated that yesterday neither Shri Satpute appeared nor the workmen put in appearance and the case was ordered to be heard ex parte. However, when the union put in appearance and the workmen also appeared, I deemed it proper to allow them to participate.

In view of the categorical applications of the two workmen, I allow them to withdraw the dispute, in the particular circumstances of the case. However, in case management fails to settle their claims, they shall be at liberty to raise a fresh dispute and this order shall not preclude them from pursuing their claims. Award is passed accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2357—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्ड्र सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/296/95-आई आर (सी-II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/296/95-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice R. S. Verma, Presiding Officer.
REFERENCE NO. CGIT-1/6 OF 1996

Parties :

Employers in relation to the management of M/s. W.C.L.

AND

Their workmen

Appearances :

For the Management : Shri D. L. Dharmadhikari and
Shri G. R. Dalane.

For the Workman : No appearance.

INDUSTRY : Mining

STATE : Maharashtra

CAMP : Nagpur.

Nagpur, dated the 19th day of June, 1996

AWARD

None for union in spite of the fact that it had been served for 18-6-96 and did not appear on that date too.

Shri D. L. Dharmadhikari along with Shri G. R. Dalane for management.

In the circumstances of the case, I have no alternative but to proceed ex parte in the matter.

2. The management has filed xerox copy of the statement of claim which was sent to it by the union. The same be kept on record.

3. The management has filed its reply.

4. The appropriate Government referred the following dispute to this Tribunal.

"Whether the action of the management of Saoner Sub-Area of WCL at & Post, Saoner, Distt. Nagpur in dismissing the services of Sh. Santosh Chinduji Giri a conveyor shifting Mazdoor (Represented by Lal Zanda Coal Mines Mazdoor Union, Nagpur) w.o.f. 23-5-94 is legal, proper and valid? If not, what relief the workman is entitled to?"

5. As already stated, the union has not put in appearance. No statement of claim was filed before the Tribunal but a copy appears to have been given to the management.

6. It is averred that the workman was appointed as Mazdoor on 4-10-90. He was served with a chargesheet on 31-8-93/1-9-93. An enquiry was held. One grievance is that management's representative was examined as a witness. I do not think that this fact should vitiate the enquiry.

7. In the present case, the management has averred that the workman was appointed on compassionate grounds because one Chinduji Amkit Giri had been declared medically unfit. The workman represented himself as son of the said disabled workman and was appointed on this basis. Later on, the workmen produced certain record which showed that he was not son of the said disabled workman and was really son of one Marayanpuri and thus was not entitled to the said compassionate appointment and got himself fraudulently appointed.

8. The grievance of the workman is that the Head Master of the school was not examined in support of the charge and thus he was deprived of the opportunity of cross-examination. To my mind this grievance is also of no avail because the workman could have examined the Head Master, if he so chose.

9. Next grievance was that Enquiry Officer cross-examined the workman at length. I do not think that this should invalidate the enquiry at all.

10. The last ground was that he was not served with any show cause notice. This has been emphatically denied by the management.

11. Thus, I find that union has failed to show that domestic enquiry was unfair, illegal or bad.

12. In the circumstances of the case, I find that punishment imposed is neither excessive nor disproportionate.

13. I, thus find no merit in the claim and reject the same and pass an ex parte award as above.

R. S. VERMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2358:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबन्धन के संबंधितियों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/440/93-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/440/93-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice R. S. Verma, Presiding Officer.

REFERENCE NO. CGIT-27 OF 1994

Parties :

Employers in relation to the management of Rakhi Coal
Colliery of W.C.L.

AND

Their workmen.

Appearances :

For the Management : Shri P. Banerjee, Personnel Mana-
ger.

For the Workman : No appearance.

INDUSTRY : Mining

STATE : Madhya Pradesh

CAMP : Nagpur.

Nagpur, dated the 17th day of June, 1996

AWARD

None for the union inspite of service.

Shri P. Banerjee, Personnel Manager Rakhi Coal Colliery.

The Union filed its written statement of claim on 03-4-94.
The management filed its reply on 28-6-94.

2. Notices were issued to the parties to appear today, but as stated nobody has appeared for the union inspite of service. The dispute referred to this Tribunal by the appropriate Government is in the following terms :

"Whether the action of the management of Rakhi Coal Colliery, Western Coalfields Limited P.O. Rakhikol Distt. Chindwara in not providing employment to Smt. Sukrati, W/o Late Jhanku, ex-workman of Rakhi Coal Colliery within 2 months from the date of death of workman under provision of NCWA is justified? If not, to what relief and emolument may be granted to the dependant of the deceased workman?"

3. Since the union has not appeared inspite of notice, I have no alternative but to proceed ex parte in the matter.

4. I have perused the pleadings of the parties and heard the representative of the management. Admittedly, Shri Janakoo, deceased workman was in the employment of the management. According to the union, he joined service in 1983-1984. Exact particulars of appointment have not been given. Even the management has not given the exact date of appointment. Hence, it may be assumed that the workman was appointed as alleged in 1983-84.

5. Admittedly, the workman died on 24-4-87 due to a snake bite during the course of employment. His widow Smt. Sukrati claimed employment on compassionate grounds being his dependant. This was not granted. Hence, the matter was taken into conciliation, which failed and eventually the dispute was referred to this Tribunal as stated above.

6. The reply of the management is that only dependents of permanent workman could be granted employment on compassionate grounds. The late workman was not a permanent workman. He served for 128 days in the year 1985 for 172 days in 1986 and 66 days in 1987 days. He never attained the status of a permanent workman.

7. There is no material on record to show that the workman in question was permanent. To my mind, the beneficial provision for compassionate employment to a dependent of the deceased, can be made available only when the incumbent is permanent. Such a compassionate employment can

not be granted to dependent of an employee who is not permanent.

8. Hence, I do not find any merit in the claim and reject the same and hold that the management was justified in not granting employment to Smt. Sukrati. Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2259—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंच द को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/83/95-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd., and their workmen, which was received by the Central Government on 17-7-1996.

[No. L-22012/83-95-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT :

Sri A Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 30th May, 1996

Industrial Dispute No. 88 of 1995

BETWEEN

The General Secretary,

S. C. Labour Union (INTUC),

Bellampalli, Adilabad District.

..PETITIONER.

AND

The General Manager (Personnal),

Singareni Collieries Company Limited

Kothagudem, Collieries Post,

Khammam District

..RESPONDENT

APPEARANCES :

Sri R. N. Reddy, Advocate for the Petitioner, Petitioner-
Set-ex parte on 19-4-1996.

M/s. K. Srinivasa Murthy and G. Sudha, Advocates for the Respondent.

New Delhi, the 18th July, 1996

AWARD

This is a reference made by the Government of India Ministry of Labour, New Delhi by its Order No. L-22012/83/95 IR(C-II), dated 20-10-1995 under Section 10(1)(d) and (2A) of Industrial Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in its schedule which reads as follows :—

“Whether the action of the management in denying to provide employment to the dependent's of S/Sh. Neela Rajam, Ex. Coal Cutter, Noon Rajaiah, Ex. Coal Filler, Bangari Lingaiah, Ex-Coal Cutter, Samala Venkaty, Ex. Daily Mazdoor Gundarappau Gayaraiah, Ex. Shot Firer, Lingampalli Rajam, Ex. Badali Mazdoor Ennapureddy Mallaiah, Ex. Trammer, Musk Kanakaiah, Ex. Coal Cutter and Thotaipalli Ramulu, Ex. Filler in violation of term No. 13 of memorandum of settlement 17-4-91 & 2-5-91 is legal & justified. If not, to what the workmen are entitled to?”

The said reference has been taken on file as I. D. No. 88/95.

2. After receipt of the notice issued by this Tribunal the Advocate for the Petitioner union present and filed Vakalat. The Advocate offered to file Vakalat for the Respondent. The Advocate for the petitioner union requested for time to file Claim Statement. Time was granted for filing of the same from time to time.

3. When the matter was called on from time to time the petitioner union did not file its Claim Statement. On 2-4-1996 the petitioner union did not file the Claim Statement. The time was extended till 19-4-1996 on payment of costs of Rs. 25/- to the Respondent by the petitioner union for filing of its Claim Statement on 19-4-1996 costs were not paid to the Respondent as ordered on 2-4-1996. The petitioner union and its counsel were called absent. Hence the petitioner union was set exparte. The matter was posted for Counter of the Respondent if any till 30-5-1996.

4. On 30-5-1996 when the matter is called neither the Respondent nor his counsel were present and no representation for them was made. Hence the Respondent was also Set-exparte. As the petitioner and the Respondent remained exparte there are no triable issues. Therefore this Tribunal has no option except to close the reference as both the parties did not evince any interest in prosecuting this matter. Hence the reference is closed.

Typed to my dictation, given under my hand and the seal of this Tribunal this the 30th day of May, 1996.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

NIL

नई दिल्ली, 18 जुलाई, 1996

का. अ. 2360.—औद्योगिक विशद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुकरण में, केन्द्रा सरगार एम. सो. सो. एन. के प्रबन्धकों के संबंध में निम्नलिखित औद्योगिक कार्यवाही के माता, संबंध में रिजिस्ट्रार औद्योगिक विवाद में, औद्योगिक विवाद, हैदराबाद के पंचद की प्रवर्तित करता है, जो केन्द्रा सरगार को 17-7-96 को प्राप्त हुआ था।

[संख्या एन-22012/84/95-आई आर (स-II)]
राजा लाल, डेस्क अधिकारी

S.O. 2360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. I-22012/84/95-IR(C-II)]
RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Present :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated : 30th May, 1996

INDUSTRIAL DISPUTE NO. 87 OF 1995

BETWEEN

The General Manager,
Singareni Collieries Labour Union (INTUC),

Bellamalli, Adilabad District. . . PETITIONER

AND

The General Manager,
Singareni Collieries Company Limited,
Head Office, Kothagudem
Khammam District. . . RESPONDENT

APPEARANCES :

Sri R. N. Reddy, Advocate for the Petitioner, Petitioner
Set exparte on 19-4-1996.

M/s. K. Srinivasa Murthy and G. Sudha, Advocate for the Respondent.

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi by its Order No. I-22012/84/95 (C-II) dated 31-10-1995 under Section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in its schedule which reads as follows :—

“Whether the action of the management in denying to provide employment to Sh. Sirimalla Palaiah S/o Late Sri Sirimalla Pocham, Ex-General Mazdoor No. 2 Incline Bellampalli who died in the fatal accident on 20-12-74, in violation of term No. 13 of memorandum of settlement dated 17-4-1991 and 2-5-91 is legal and justified? If not, to what relief the workmen is entitled to?”

The said reference has been taken on file as I.D. No. 87 of 1995.

2. After receipt of notice issued by this Tribunal Advocate for the Petitioner appeared and filed Vakalat. The Advocate for the Respondent offered to file Vakalat for him. On 22-1-1996 the Advocate for the Respondent filed Vakalat and the matter was adjourned for filing claim statement of the petitioner union from time to time. On 2-4-1996 the Claim-Statement was not filed by the petitioner union and hence time was extended till 19-4-1996 on payment of costs of Rs. 25/- to the Respondent. On 19-4-1996 the costs were not paid. Neither the petitioner nor his counsel were present. Hence the petitioner was set-exparte. For counter of the Respondent if any the matter was posted till 30-5-1996.

3. On 30-5-1996 when the matter is called neither the Respondent nor his counsel are present. Even no representation for them is made. Hence the Respondent also was set-exparte.

4. Both the parties have not evinced any interest to prosecute the matter and also the petitioner and the Respondent remained exparte. Hence there are no triable issues. There is no option for this Tribunal except to close the reference. Therefore the reference is closed.

Typed to my dictation given under my hand and the seal of this Tribunal this the 30th day of May, 1996.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

NIL

नई दिल्ली, 18 जुलाई, 1996

का. अ. 2361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. सी. एल. के प्रबन्धन के संबंध में निधियों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एन—22012/82/95 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-1996.

[No. L-22012/82/95-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT :

Shri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated 30th day of May, 1996

INDUSTRIAL DISPUTE No. 92 OF 1995

BETWEEN

The President,
Telangana Coal Mines Labour Union (INTUC)
Bellampalli, Adilabad District (A.P.)

... PETITIONER

AND

The General Manager,
Singareni Collieries Company Limited,
Mandamarri, Distt. Adilabad... RESPONDENT

APPEARANCES :

Petitioner Set-exparte on 4-12-1995.

Sri K. Srinivasa Murthy and G. Sudha, Advocates for Respondent.

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its order No. L-22012/82/95-IR (C-II), dated 6-11-1995 under Section 10(1)(d) 2-A of the Industrial Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in the schedule which reads as follows :—

“Whether the action of the management of S.C. C.L. Mandamarri in not protecting the wages of Sri M. Rajan, General Mazdoor surface Cat. I SMG Incline. In violation of term No. 17 of Memorandum of Settlement dt. 12-3-90 arrived at under Section 12(3) of the I.D. Act is legal and justified? If not, what relief the workmen is entitled to?”

The said reference has been taken on file as I.D. No. 92 of 1995.

2. After receipt of the said reference this Tribunal has issued notices to both the parties, and the same were received by them. On 4-12-1995 when the matter has been called on bench neither the concerned workmen nor the representative of the petitioner union were present. Hence the Tribunal Set the petitioner exparte. The matter was posted to 31-1-1996. On that day the Advocate for the Respondent filed a petition under Section 36(4) of the I.D. Act along with Vakalat. On 22-2-1996 as per orders on that petition vide I.A. No. 21/1996 dated 22-2-1996 Sri K. Srinivasa Murthy, Advocate has been permitted to file Vakalat for the Respondent. The matter was posted for counter of the Respondent from time to time.

3. On 30-5-1996 when the matter was called on the bench, neither the Respondent nor his Council was present, hence this Tribunal set the Respondent Exparte.

4. As both the parties remained exparte in the matter there are no triable issues. The parties are not evincing any interest to prosecute the matter in this Tribunal. Hence there is no option for this Tribunal except to close the reference. Therefore the reference is closed.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 30th day of May, 1996.

A. HANUMANTHU, Industrial Tribunal-I.

Appendix of Evidence

NIL

नई दिल्ली, 18 जुलाई, 1996

का. आ. 136 2:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम्. ई. सी. एल. के प्रबन्धन के संबंध नियोगकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचयट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था:

[संख्या एल.-22012/336/93—आईआर (सी-II)]

राजा लाल, रैस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on the 17-7-1996.

[No. I-22012/336/93-IR-C. II]
RAJA LAL, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II. MUMBAY

PRESENT :

Shri S. B. Panse Presiding Officer.

REFERENCE NO. CGIT-2/21 OF 1994.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF HASDEO AREA OF SECL

AND

THEIR WORKMEN

APPEARANCES :

For the Employer : Mr. P. G. Godbole Representative.

For the Workmen : No Appearance.

Mumbai, dated 1st July, 1996

AWARD

The Government of India, Ministry of Labour, by its order dated 16th February, 1994 had referred to the following Industrial Dispute for adjudication.

“Whether the action of the General Manager, Hasdeo Area of SECL in not providing employment to the dependant of Sri Tulsi

S/o. Sunder, Wagon Shunter whose services were terminated due to permanent disablement, in accordance with provisions of para 9.4.3. of NCWA-IV is legal and justified ? If not, to what relief the workman is entitled to ?”

2. The worker filed a statement of claim at Exhibit-3'. It is contended that he is a member of the Rashtriya Koyala Khadan Mazdoor Sangh. It is averred that his son Sunder was employed as a Wagon Shunter in North Jhagarkahand Colliery of Hasdeo area. While working there he became sick and suffered with many diseases. He then made a request to be examined medically by the Board and declare him medically unfit. Initially he was referred to the Central hospital Manendragarh of SECL for medical examination. His case was recommended to area medical Board consisting of medical superintendent, General Manager, Deputy CPM. The committee declared him medically unfit for the job. His services were terminated on medical ground. He thereafter requested the management to appoint one of his dependant as provided in para 9.4.3 of National Wage Board agreement. It is averred that, but no relief was granted. His case is pending since 1st August, 1989. It is therefore prayed that the management may be directed to give employment to the dependant of the workman from the date of his termination with other reliefs.

3. The management resisted the claim by the written statement Exhibit-4'. It is averred that the reference is not tenable and is bad in law. It is pleaded that when the workman was examined he was 59 years and 8 months old. When he filed the application i.e. on 4-4-1989 he was about 59 years 4 months old. He was to retire after four months from the date of his medical examination. On 31-8-1989 he was found medically unfit and was discharged from the duty. It is submitted that the disablement of the workman was out of general physical disability and not arising out of an injury or disease at the time of working. The clause 9.4.3 of NCWA does not comply. It is submitted with an intention to get an employment to dependant a false application was filed. It is averred that there is no merit in the application and deserves to be dismissed. The workman reiterated his contention in the statement of claim by his rejoinder Exhibit-5'.

4. As the worker is out of station as an usual practice he was to file evidence and documents by post. He did not file the same. He did not remain present. The matter was for hearing and could not prove his case. He had not intimated the court regarding inability to remain present. The management representative produced a letter showing that today's date was intimated to the worker. He received the same but he did not remain present, for the hearing. I do not find any reason for adjourning the matter which I had done on the earlier occasions

to accommodate the workman. In the result the reference has to be disposed off for failure of the workman. I pass the following order :—

ORDER

The action of the General Manager, Hasdeo Area of SECL in not providing the dependant of Shri Tulsi S/o. Sunder, Wagon Shunter whose services were terminated due to permanent disablement in accordance with the provisions of para 9.4.3 of NCWA-IV is legal and justified.

S. B. PANSE, Presiding Officer.

नई दिल्ली, 18 जुलाई, 1996

का.आ. 2363:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध में निरोजकों और उनके कर्मचारियों के बीच, अन्तर्गत में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करना है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल.—22012/33/93 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17th July, 1996.

No. L-22012/33/93-IR C.II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

Reference No. CGIT-27 of 1993

PARTIES :

Employers in relation to the management of Mahakali Colliery of W.C. Ltd.

AND

Their workmen.

APPEARANCES :

For the Management—Shri B. N. Prasad, Advocate.

For the Workman—No appearance.

INDUSTRY : Mining.

STATE : Maharashtra.

CAMP : Nagpur.

Nagpur, dated the 18th day of June, 1996

AWARD

None on behalf of union inspite of notices served.

Shri B. N. Prasad, Advocate for management along-with Shri N. K. Seth.

It is stated at the Bar that the matter has been settled out of Court and the concerned workman has been taken on duty. The original settlement has been filed and has been verified by Shri N. K. Seth Officer incharge of the case.

I have perused the settlement. It is just and proper in the circumstances of the case. The dispute is decided in terms of the settlement, which has been taken on record. It is stated that the workman has already been taken on duty. Award is passed in terms of settlement. Settlement shall be a part of the award.

R. S. VERMA, Presiding Officer

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 BOMBAY

Reference No. CGIT-1/27 of 1993

BETWEEN

The employees in relation to the management of Dy. CME/Manager, Mahakali Colliery of Western Coalfields Ltd., Chandrapur.

AND

Their workman.

PETITION FOR COMPROMISE

The parties named above most respectfully beg to submit as under :—

- (1) That while the above matter is still pending before the Hon'ble Tribunal, both the parties, after holding mutual discussions and negotiation, have agreed to resolve this dispute bilaterally as a gesture of good will and mutual understanding ;
- (2) That accordingly the parties have signed a memorandum of agreement in which the terms and conditions of the agreement have been detailed out ;
- (3) That in terms of this agreement, the parties are filing six copies thereof before the Hon'ble Tribunal alongwith this compromise petition.

PRAYER :

The parties, therefore, most respectfully pray that the Hon'ble Tribunal may be pleased to accept the agreement and give an award in terms thereof.

Sd/-

Dy. CME|MANAGER
MAHAKALI COLLIERY, WCL.

For and on behalf of the Employers.

Sd/-

- (1) Secretary,
Rashtriya Koyala
Khadan Mazdoor
Sangh.

Sd/-

- (2) Jailal Maniram,
The workman.

Place : Bombay.

Date : 3-2-1994.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, BOMBAY.

Reference No. CGIT-I/27 of 1993

BETWEEN

The employers in relation to the management of
Dy. CME|Manager, Mahakali Colliery of
W.C.L., Chandrapur

AND

Their workman.

MEMORANDUM OF AGREEMENT

The parties named above most respectfully beg to submit as under :—

- (1) That the Government of India, Ministry of Labour vide it's order No. L-22012/33/93-112 (CII) dated 17th June, 1993 has referred the above matter for adjudication to this Hon'ble Tribunal with the following schedule :—

“Whether the action of the Dy. CME|Manager, Mahakali Colliery WCL, Post & District Chandrapur in dismissing Shri Jailal Maniram Yadao, Timber Mazdoor of Mahakali Colliery is justified? If not, to what relief the workman is entitled to?”

- (2) That while the matter is still pending before the Hon'ble Tribunal the parties have mutually discussed and held negotiations to explore the possibility of arriving at a mutually agreed solution to this dispute :—
- (3) That as a result of such negotiations, without any pressure or coercion on either side, as a gesture of good will and mutual understanding, the parties have agreed to resolve

the dispute on the following terms and conditions :—

- (a) The workman, Shri Jailal Maniram Yadao will report to the General Manager, Chandrapur Area (W.C.L.) within one month of filing this agreement before and acceptance thereof by the Hon'ble Tribunal No. I, Bombay.
- (b) On his so reporting to the General Manager, Chandrapur Area, Shri Jailal Maniram Yadao will be taken back in employment within seven days of his reporting and posted to any of the units of either Ballarpur or Wani Areas of W.C. Ltd.
- (c) When taken back he will be given the same post of Timber Mazdoor, Cat. II on the same wages and allowances which he was drawing on the date of his dismissal i.e. 15th September, 1990.
- (d) For the intervening period of his idleness i.e. between the date of his dismissal (15-9-1990) and the date of his being taken back, he will not be entitled to nor he will claim any wages, allowance or monetary benefits. This period will be treated as dies-non on the principle of 'No work No pay'.
- (e) However, for this intervening period he will be given continuity of service for the limited purposes of Gratuity only.
- (f) This agreement will be treated as full and final in respect of all claims arising out of this dispute and the same shall not be treated as a precedent for any other case.
- (g) That Shri Jailal Maniram shall give in writing an undertaking that he will be regular in duties and will maintain good conduct in future.
- (4) That the parties consider, this agreement just and fair and equally beneficial and advantageous to both the sides ;
- (5) That the parties shall jointly file a copy of this agreement before the Hon'ble Tribunal No. I, Bombay with a prayer to accept this agreement and to treat their dispute mutually resolved and to give an award in terms thereof.

Representing Union|workman

Sd/-

- (1) Secretary,
Rashtriya Koyala Khadan
Mazdoor Sangh.

Sd/-

- (2) Jailal Maniram Yadav
(The workman)

WITNESSES :

Sd/-

(1) For the employer

Sd/-

(2) For the Union

Date : 3-2-1994.

Place : Bombay.

Representing Employers
Dy. CME/Manager,
Mahakali Colliery,
Western Coalfields Ltd.

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2364 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उक्त सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 17-7-96 को प्राप्त हुआ था।

[संख्याएँ—22012/144/91-आईआर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 1 as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/144/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer
Reference No. CGIT-18 of 1992

PARTIES :

Employers in relation to the management of
Chanda Rayatwari Colliery of W.C. Ltd.

Their Workmen

APPEARANCES :

For the Management—Shri B. N. Prasad,
Advocate

For the Workman—No appearance

INDUSTRY : Mining STATE : Maharashtra
CAMP : Nagpur

Nagpur, dated the 18th day of June, 1996

AWARD

None for the union or workman in question.

Shri B. N. Prasad, Advocate for management
alongwith Shri N. K. Seth, Officer incharge of the
case.

Shri B. N. Prasad states at the Bar that there has been an out of Court settlement between the parties. He has filed cyclostyled copies of the settlement. It is stated that original settlement has been sent to Ministry. Shri N. K. Seth verifies that a settlement has taken place, copies (cyclostyled) whereof have been placed on record. He also verified the fact that in pursuance of the settlement the workman has been taken back on duty. I have gone through the terms of settlement. They are just and fair in the circumstances of the case. The settlement is recorded and award is made in terms of the settlement. The settlement shall form a part of the award.

R. S. VERMA, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, BOMBAY

Reference CGIT-1/18 of 1992

Employers in relation to the Management of
Sub-Area Manager, Rayatwari Sub-Area
M/s. WCL, Post Chandrapur, District
Chandrapur —Management

Versus

Their Workman represented by Bhartiya
Koyla Khadan Mazdoor Sangh

..Workman

JOINT PETITION FOR COMPROMISE/
CONSENT AWARD

It is most respectfully submitted by the parties
as under :

1. That the Central Government by it's Order dated 24-3-92 has referred the following Industrial Dispute to this Hon'ble Tribunal :

"Whether the dismissal of service from 21-4-90 by Sub-Area Manager, W.C. Ltd., Chanda Rayatwari Colliery in respect of Shri Brindawan Arkhit, Loader

is legal and justified ? If not, to what relief the workman is entitled to ?”

2. That while the matter is pending before this Hon'ble Tribunal, the union concerned has approached the Employers to mutually settle the dispute through the process of bilateral negotiations.

3. That the parties have mutually discussed this matter and a settlement in Form 'H' has been signed by the parties on 4-4-95 according to which the dispute has been fully and finally settled.

4. That five copies of this Settlement arrived at in Form 'H' are submitted herewith.

PRAYER

It is prayed—

- (a) That the aforesaid memorandum of Settlement may graciously be taken on records of the case and be accepted.
- (b) That the Hon'ble Tribunal may graciously treat the aforesaid dispute as resolved between the Management and the Union on the terms and conditions, as incorporated in the Settlement.
- (c) That the Hon'ble Tribunal be pleased to give a consent Award in terms of the aforesaid Settlement.

V. SAWHNEY, Sub-Area Manager
Rayatwari Sub-Area

Sd./-
(A. R. Gedam)
Area Secretary
B.K.K.M.S. (BMS)

Sd./-
(W. P. Gurwe)
Personnel Manager
Chandrapur Area

FORM 'H'

[See Rule 58]

MEMORANDUM OF SETTLEMENT

Representing Management :—

1. Shri V. Sawhney,
Sub-Area Manager, RSA,
WCL, Chandrapur Area.
2. Shri W. P. Gurwe,
Personnel Manager,
Chandrapur Area,
District Chandrapur.

Representing Workmen:—

1. Shri A. R. Gedam,
Area Secretary,
BKKMS (B.M.S.),
Chandrapur.
2. Shri Brindawan Arkhit,
Ex-Loader,
Durgapur Rayatwari Colliery.

SHORT RECITAL OF THE CASE

Shri Brindawan Arkhit, Ex-Loader, Durgapur Rayatwari Colliery, was dismissed from the services of WCL with effect from 21-4-90 for unauthorised absence under relevant provisions of Standing Orders applicable to him.

Consequent upon failure of conciliation, the matter was referred by Govt. of India vide Order No. L-22012/444/91-IR(C-II), dated 24-3-92 to the Central Government Industrial Tribunal No. 1, Bombay which has been numbered as CGIT-1/18 of 1992. While the matter is pending before the Hon'ble Tribunal, the workman through the Union approached the management for settlement at the case mutually. Accordingly the matter was discussed at length and it has been decided by both the parties to settle the case fully and finally on the following terms and conditions :—

TERMS OF SETTLEMENT

- (1) That Shri Brindawan Arkhit will be provided reemployment as Piece Rated Loader with initial group wage of Piece Rated Loader and will be posted in any of the units of Chandrapur Area, subject to his Medical Fitness to be decided by Company's Medical Officer.
- (2) That Shri Brindawan Arkhit will not be entitled for any wages, allowances or any other benefits for the period from the date of the dismissal to the date of actually joining duties in terms of this settlement, except continuity of service for limited purpose of payment of gratuity.
- (3) That the offer of the re-employment will be made by the Management within 15 days from the date of submitting this settlement before the Hon'ble Tribunal and doing necessary verification before the Tribunal.
- (4) Recurrence of misconduct by Shri Brindawan Arkhit in future will be viewed seriously and Shri Arkhit will submit a written understaking before joining his duties, of better conduct and work in future.
- (5) That this Settlement shall be treated as full and final in respect of claims arising out of the Industrial Dispute referred to above and no further claim will be made by workman upon the Management/employer in this regard.
- (6) That this Settlement shall not be treated as Precedent in any other case.
- (7) That the parties consider this Settlement as just and fair.

- (8) That the parties shall jointly file a copy of the Settlement before the Hon'ble Tribunal No. 1, Bombay with a prayer to treat this dispute mutually resolved and for giving a Consent Award in terms thereof.

Sd./-

(A. R. Gedam)

Area Secretary

B.K.K.M.S. (BMS)

Sd./-

(Brindawan Arkhit)

Ex-Loader

Durgapur Rayatwari
Colliery

Place : Chandrapur

Date : 12-4-95.

WITNESSES :

1. Sd./- R. C. Moon (For workman)
2. Sd./- (N. K. Seth) (For Management)

NO. WCL.CHA.COM.PER. 616 Dated 12-4-95

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2365 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबन्धन के संबद्ध निर्यातकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिनियम, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/145/94आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workman, which was received by the Central Government on 17-7-96.

[No. L-22012/145/94-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Jusice R. S. Verma, Presiding Officer

Reference No. CGIT-1/48 of 1994

PARTIES :

Employers in relation to the management of
M/s. Western Coalfields Ltd.

AND

Their workmen

APPEARANCES :

For the Management—Shri B. N. Prasad,
Advocate

For the Workman—No appearance

INDUSTRY : Mining STATE : Maharashtra

CAMP : Nagpur

Nagpur, the 22nd day of June, 1996

AWARD

Shri B. N. Prasad for Management.

None on behalf of Union inspite of service.

A settlement was sent to the Tribunal by post. It was received in the Tribunal on 08-02-95. Shri B. N. Prasad verifies the settlement. He also makes a statement at the Bar that in pursuance of the settlement, the workman has been taken back in employment. I have gone through the settlement. In the circumstances of the case, the same is fair and proper. The settlement is recorded and award is made in terms thereof. The settlement shall be treated as a part of the award.

R. S. VERMA, Presiding Officer

ANNEXURE I

FORM H

[See Rule 58 of ID (Central) Rules]

Memorandum of settlement, dated 14-1-1995

Representing Management :

1. Sri P. G. Jahagirdar,
Personnel Manager,
WCL, Wani Area.
2. Sri M. N. Ali,
Dy. Personnel Manager,
Wani Area, WCL.

Representing Workman :

1. Sri Maroti Bapurao Meshram,
Ex-General Mazdoor,
Neeljay-I OC,
Wani Area.

SHORT RECITAL OF THE CASE

A representation was made by Sri Maroti Bapurao Meshram, Ex-General Mazdoor, Neeljay-I requesting for his re-employment as he was awarded with punishment of dismissal w.c.f. 6-4-1993.

In this case fair and proper enquiry was conducted into the charge sheet issued to him and on finding the workman guilty, the punishment of dismissal was awarded to him. Subsequently the workman appealed to the competent authority for assurance of proper behaviour in future as well as to extent relief by considering his case for re-employment. As a gesture of goodwill the competent authority has considered his appeal and it was decided to settle the case on the following terms and conditions in reference to the approval of competent authority conveyed by GM(IR) vide his letter WCL:IR:MSR:U-83/2046, dated 8/14-11-94.

TERMS OF SETTLEMENT

1. It was agreed that Sri Maroti Bapurao Meshram of Neeljay-I will be re-employed on the post of General Mazdoor, Cat.-I in the same category with same scale of pay as held by him at the time of dismissal i.e. on 6-4-1993.
2. That the period of absence of Sri Maroti Bapurao Meshram from the date of dismissal to the date of joining on his re-employment will be treated as die-non on the principles of no work no pay. However, the continuity of services shall be given for limited purpose of gratuity.
3. Sri Maroti Bapurao Meshram will not be entitled to any wages or any other payment/claim or any other benefits for the period of idleness from the date of dismissal to the date of his joining on re-employment.
4. The assurance of good performance and conduct will be furnished by the workman in writing prior to his joining duties.
5. On re-employment of Sri Maroti Bapurao Meshram, he will be on probation for a period of one year, during which period his performance and conduct will be closely watched. If the performance/conduct during the probationary period is not found satisfactory in that case his services shall be liable to be terminated.

6. It is decided that Sri Maroti Bapurao Meshram will be posted any where within Wani Area on his re-employment on his reporting for his duties.

7. Sri Maroti Bapurao Meshram will report for his duties within one month time on his re-employment in terms of settlement.

8. In view of above terms, the dispute stand fully and finally settled between the parties and no further claim whatsoever on any other ground will be made in this case.

Sd.|-

Sd.|-

(P. G. JAHAGIRDAR) (MAROTI BAPURAO
MESHAM)

Sd.|-

(M.N.A.)

WITNESSES :

1. M. Bhardwaj
2. K. N. Nair

ANNEXURE-II

WESTERN COALFIELDS LIMITED
OFFICE OF THE CHIEF GENERAL

MANAGER, URJAGRAM, WANI AREA.
TADALI, CHANDRAPUR

WCL,WA,OGM,PER.95/3138-45 Date 17-1-95
To

Sri Maroti Bapurao Meshram,
Ex-General Mazdoor [Security Guard (T)]
Neeljay-I OCM

Sub : Appointment/Re-Employment in terms of Memorandum of settlement in Form 'H' signed by the management of Wani Area and the workman on 14-1-95.

In terms of Memorandum of settlement in Form 'H' signed by the management of Wani Area and you, you are hereby reinstated as General Mazdoor in Daily Rated Cat.-I in the scale of pay of Rs. 38.47-0.70-48.27 per day, which you were holding on the date of your dismissal i.e. on 6-4-93 as per NCWA-IV and posted at Mungoli Opencast Project.

Apart from basic salary you will also be entitled for VDA:FDA:SDA and other allowances as admissible to other employees of your cadre of WCL. You are advised to report for your duties within 30 days of the receipt of this letter.

The period of absence from the date of your dismissal to the date of your joining duties, as a result of the above said settlement will be treated as

dies-non on the Principles of no work no pay. However, the continuity of services shall be given for limited purpose of gratuity.

You will be on probation for a period of one year, during which period your performance and conduct will be closely watched. If the performance/conduct during the probationary period is not found satisfactory in that case your services shall be liable to be terminated.

Before joining duty an assurance of good performance and conduct should be furnished in writing duly countersigned by the Union Representatives to this office.

During the course of your employment, if the management is satisfied on Medical Ground that you are unfit for a considerable long time or you are likely to remain unfit by reason of ill health and you are not able to discharge your duties because of such illness, you can be discharged from services without any notice and without assigning any reason thereof. You will be retired from services at the age of your 60 (Sixty) years or according to the rules framed by WCL/Coal India Limited in this regard from time to time.

You may also be retired from services if you are found medically unfit by the management's Medical Officer/Medical Board.

Duties shall be assigned to you by your superiors and you will be governed by the Standing Orders applicable to Western Coalfields Limited.

If the above terms and conditions are acceptable to you, you are advised to again on the duplicate copy of this letter as a token of acceptance and should report for duties to the Dy. General Manager/Project Officer, Mungoli Opencast Project.

This issues with the approval of competent authority.

Yours faithfully,

Sd.-

PERSONNEL MANAGER
WANI AREA

I hereby accept the reinstatement with above terms & conditions

Sd.-

Maroti Bapurao Meshram

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2366 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उक्त सी. एल. के प्रबन्धन के संबंध निदेशकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल.—22012/375/93—आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 17-7-1996.

[No. L-22012/375/93-IR CIII]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Shri R. S. Verma,

Presiding Officer

REFERENCE NO. CGIT-1/28 OF 1994

PARTIES :

Employers in relation to the management of
Ballarpur Colliery of W.C. Ltd.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri B. N. Prasad, Advocate.

For the Workman : Shri Bajrangi Daulat.

Industry : Mining.

State : Maharashtra.

Camp : Nagpur.

Nagpur, the 19th June, 1996

AWARD

Shri B. N. Prasad Advocate for management
with Shri Aprajit Officer Incharge.

Shri Bajrangi Daulat for Union.

The parties have filed a settlement along with an application. Both the sides verify the settlement. I have gone through the settlement. It is

fair and proper. The settlement is recorded. The dispute is settled in terms of settlement. An award is passed accordingly. The settlement shall form part of the award.

R. S. VERMA, Presiding Officer

FORM—H

(See Rule 58)

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF BALLARPUR AREA OF WCL AND UNION REPRESENTATIVE OF KOYALA SHRAMIK SABHA (HMS) ON

Representing the management :

1. Shri R. D. Parashar,
Personnel Manager, BA
2. Shri M. N. Ali,
Dy. Personnel Manager, BA
3. Shri M. B. Aparajit,
Dy. Personnel Manager, BSA

Representing the Union.

1. Shri U. P. Verma,
President,
Koyala Shramik Sabha (HMS),
Ballarpur Area.
2. Shri Madan Singh, Chulai Singh,
KSS(HMS).

SHORT RECITAL OF THE CASE

The BKKMS (BMS) Union, Ballarpur Sub Area had raised the demand for removing the designation of Drill Mazdoor Cat. II of Ballarpur Colliery 3 & 4 Pits and to up grade them as Driller Cat. IV. This demand was discussed at General Manager (IR) level on 29-1-92 and as agreed 32 Drill Mazdoors of Ballarpur Colliery 3 & 4 Pits were designated as Driller Cat. IV w.e.f. 1-1-1992.

Subsequently, Koyala Shramik Sabha (HMS) Union raised the demand before Asstt. Labour Commissioner (C) Chandrapur for giving Cat. IV to the aforesaid 32 Drillers from 1-1-1987. On failure of conciliation, the dispute was referred for adjudication to the Central Government Industrial Tribunal, No. 1, Bombay. The case is still pending before CGIT vide case No. CGIT-1/28 of 94. 1862 GI/96—6.

In the meantime, the Koyala Shramik Sabha (HMS) Union approached the Areas Management as well as WCL Hqrs. to settle the issue, amicably. In order to maintain smooth and harmonious Industrial Relations, it has been decided to settle the dispute amicable and accordingly the competent authority has been pleased to accord his sanction to enter into settlement with Koyala Shramik Sabha (HMS) on the following terms and conditions.

TERMS AND CONDITIONS

1. It is mutually agreed that job rate of Cat. IV to the above 32 persons will be given from 1-7-89 to 31-12-91 and their regularisation/promotion w.e.f. 1-1-1992 will remain same/unaltered.
2. Both the parties agreed to file the settlement before the CGIT, No. 1, Bombay for a consent Award.
3. With the above terms the issue stands fully and finally settled and the workmen concerned will not raise any dispute, claim, demand on this issue either individually or through any other Union or in any other forum in future.
4. This settlement shall not be quoted as precedent in other cases by the union.

Representing the management

(R. D. Prasana)

Personnel Manager, WCL,

Ballarpur Area.

(M. N. Ali),

Dy. Personnel Manager,

WCL, Ballarpur Area.

(M. B. Apasajit),

Dy. Personnel Manager, BSA,

Witnesses :

1. G. K. Kude Clerk B.S.A.
2. P. N. Narlawar O.S. B.S.A,
Representing the Union/
workmen

1. (U. P. Varma),

President,

Koyala Shramik Sabha (HMS),
Ballarpur Area.

2. (Madan Singh Chulan Singh),
K. S. (HMS) Union.

नई दिल्ली, 18 जुलाई, 1996

का.आ. 2367—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सी एल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/369/93-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 18th July. 1996

S.O. 2367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 17-7-1996.

[No. L-22012/369/93-IR CII]

RAJA LAL, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI.
PRESENT

Shri Justice R. S. Verma,
Presiding Officer

REFERENCE NO. CGIT-1/29 OF 1994

PARTIES :

Employers in relation to the management of
Rajur Colliery of W.C. Ltd.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri B.N. Prasad Advocate and Shri J. N. Shrivastava, Officer-Incharge.

For the Workman : Shri Vasant Laxman Patil, General Secretary.

Industry : Mining.

State : Yeotmal, Maharashtra.

Camp : Nagpur.

Nagpur, dated the 18th day of June, 1996.

AWARD

Shri Vasant Laxman Patil, General Secretary of Union.

Shri J. N. Shrivastava Officer incharge with Shri B. N. Prasad, Advocate.

The parties have made an out of Court settlement and the same has been filed today before me and has been verified. I have gone through the terms of settlement. It is fair and proper. The dispute is resolved in terms of settlement and award is passed accordingly. Award shall form part of the record.

R. S. VERMA, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, BOMBAY
Case No. CGIT-1/29/94

Regarding : Alleged termination of services of S/Shri Devidas Daulat Chopne and Baba Mahadeo Nandurkar. Ex-U/G Loaders of Rajur Colliery of Majri Area of WCL.

VERSUS

Sub Area Manager, WCL, Rajur Colliery

In pursuance of Memorandum of Settlement dated 27-6-1995 in Form 'H' of the Industrial Dispute Act, 1947, arrived at between the Management of WCL(HQ) and the LZCMMU (CITU) Union, the above dispute has been mutually settled. Three copies of the settlement are enclosed herewith with a request to the Hon'ble Presiding Officer, CGIT No. 1, Bombay to give an Award in terms of the settlement.

SIGNATURE_____

SIGNATURE_____

Name & designation
of the Union's representative.

Shri Vasant,
Laxman Patil,
Secy.,

LZCMMU (CITU)
Union, Majri Area.

Name & designation
of the Management's representative.

(1) Sri Deepak
Mewar,
Dy. CPM(IR),
WCL, Nagpur.

(2) Sri PVR
Swamy,
PM(L), WCL,
Nagpur.

PLACE : NAGPUR,

DATED : 27-6-1995.

MEMORANDUM OF SETTLEMENT FORM-'H'

(Sec Rule 58)

REPRESENTING MANAGEMENT :

(1) Shri D. Mewar,
Dy. Chief Personnel Manager
(IR)MSR,
WCL, Nagpur.

(2) Shri PVR Swamy,
PM(L), WCL, Nagpur.

REPRESENTING UNION/WORKMAN :

(1) Shri Vasant Laxman Patil,
Secretary, LZCMMU (CITU),
Union, Majri Area.

(2) Shri Devidas Daulat-
Chopne (Workman).

(3) Shri Baba Mahadeo-
Nandurkar (Workman).

SHORT RECITAL OF THE CASE

The LZCMMU(CITU) Union raised an Industrial Dispute alleging illegal termination of services of S/Shri Devidas Daulat Chopne and Baba Mahadeo Nandurkar, U/G Loaders of Rajur of Majri Area. The dispute is presently pending before CGIT No. 1, Bombay under case No. CGIT-1/29 of 94. During the pendency of the dispute before the said Tribunal, the Union had taken up the issue in IR forum for taking these two loaders back in employment. The union also expressed that by being out of employment for number of years the workman had undergone lot of punishment and are repentant for the misconducts committed by them.

In view of the fact that these two workmen have been out of employment for the past more than 10 years and have suffered enough already, it has been decided to give an opportunity to them and consider their re-employment purely on humanitarian grounds, and settle the dispute pending before CGIT No. 1, Bombay, on the following terms:—

TERMS OF SETTLEMENT

- (1) That S/Shri Devidas Daulat Chopne and Baba Mahadeo Nandurkar will be re-employed as U/G Loaders with posting at Ballarpur Area within one month of signing this settlement.
- (2) Their further posting in any of the U/G Mines of Ballarpur Area will be decided by the GM, Ballarpur Area.
- (3) They shall submit an undertaking that they will discharge their duties sincerely and maintain good performance and conduct and regular in their duties, duly

countersigned by the Secretary of the union.

(4) That, in case of any adverse report about their conduct or performance during the period of one year of their joining after re-employment, their services will be liable for termination without assigning any reasons therefor, notwithstanding the provisions of Standing Orders.

(5) That the period of idleness, that is from the date of their overstay of leave or continuous absence from duty till the date of their joining on being re-employed, shall be treated as dies-non, on the principle of 'no-work no-pay' and they are not entitled to any monetary benefit, claims, etc. whatsoever. However, their past period of employment shall be considered for the limited purpose of gratuity only in future.

(6) That, this offer of re-employment is subject to their being found medically fit.

(7) That, this settlement shall resolve the issue fully and finally and neither the union nor the workmen will raise any dispute in this regard before the management, conciliation machinery or any Court of Law including Tribunal or at any forum at any time in future.

(8) That, it is agreed that in case of any doubt in the matter of interpretation of the settlement, the matter shall be referred to GM(IR) whose decision/interpretation shall be final and binding on the parties in all respects.

(9) That, this settlement, shall not be cited as a precedent for any matter whatsoever, by the union.

(10) That, the parties shall file a copy of this settlement before the CGIT No. 1, Bombay where the case is pending for adjudication and shall jointly verify the settlement before the Hon'ble Presiding Officer, CGIT No. 1, Bombay, on its next date praying for giving a consent award.

REPRESENTING MANAGEMENT :

1. Shri D. Mewar,
Dy. CPM(IR) MSR,
WCL, Nagpur.
2. Shri PVR Swamy,
PM(L) WCL, Nagpur.

REPRESENTING UNION WORKMAN :

1. Shri Vasant Laxman Patil
Secy., LZCMMU (CITU) Union,
Majri Area.

2. Shri Devidas Daulat,
Chopne (Workman),
3. Shri Baba Mahadeo,
Nandurkar (Workman).

Witnesses :

- (1) Shri M. Tajuddin).
- (2) Shri G. P. Thakur.

नई दिल्ली, 16 जुलाई, 1996

का.प्र. 2368—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार आन्ध्रा प्रदेश मिनरल डेवलपमेंट कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 12-7-96 को प्राप्त हुआ था।

[सं. एल-29012/45/94-आई आर (बिधि)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Andhra Pradesh Mineral Development Corp. Ltd. and their workmen, which was received by the Central Government on 12-7-1996.

[No. L-29012/45/94-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT:

Sri A. Hanumanthu, M.A., LL.B., Industrial
Tribunal-I.

Dated : 18th day of May, 1996

Industrial Dispute No. 95 of 1994

BETWEEN

The General Secretary,
Andhra Pradesh Mineral Development
Corporation Workers Union,
Mangampet-516 106,
Cuddapah District.

..PETITIONER

AND

The Managing Director,
Andhra Pradesh Mineral Development
Corporation Ltd. H. No. 8-3-245,
Pancom Business Centre, Amcerpet,
Hyderabad-500 016. RESPONDENT.

APPEARANCES:

Sri C. Suryanarayana and Sri R. Yogender
Singh, Advcoate—for the Petitioner.

Sri A. Sudershan Reddy, Advocate—for Res-
pondent.

AWARD

The Government of India, Ministry of Labour, New Delhi, by its Order No. L-29012/45/94-IR (Misc.) dated 30-11-1994/2-12-1994 made this reference under Sections 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) for adjudication of the Industrial dispute mentioned in its schedule which reads as follows :

“Whether the action on the part of the Management of Andhra Pradesh Mineral Development Corporation Limited, Hyderabad (AP) is justified in terminating the services of Sri G. Ramanjaneyulu with effect from 16-7-1993? If not, to what relief the workman is entitled to?”

The said reference has been taken on file as Industrial Dispute No. 95 of 1994. After receipt of the notices issued by this Tribunal, the parties have put in their appearance by their Advocates.

2. On behalf of the Petitioner, claim statement has been filed to the following effect. The workman Sri G. Ramanjaneyulu was employed in the Respondent Corporation at Management in Cuddapah District as a skilled worker during the period from 24-4-1978 to 24-10-1981 i.e. for a period of 1280 days. But subsequently he was not employed for a long time. After more than 10 years, the said workman was again employed at Pidugurula Unit of the Respondent Corporation for 194 days as a Security Guard allegedly on contract basis from 13-3-1992 to 23-9-1992 and his services were terminated on the expiry of the period of alleged contract through the letter dt. 5-9-1992 issued by the Chief Administrative Officer of the Respondent Corporation. After a break of hardly two weeks, the said workman was appointed as skilled worker in Guddapah Mill for the period from 7-10-1992 to 15-11-1992 through the order of the Project Officer dt. 7-10-1992. By subsequent office orders dt. 17-11-1992 and 30-3-93 the appointment of the workman was extended from 16-11-1992 to 15-3-1993 and again from 16-3-1993 to 15-7-1993 respectively. During the entire period from 7-10-1992 to 15-7-1993 the workman was employed continuously for a period of 282 days. Thereafter he was retrenched from service w.e.f. 16-7-1993 without notice and without even paying notice period wages in lieu of notice or complying

with any other mandatory provisions of section 25-F of the Act. Thus the workman was illegally retrenched from service. On 7-10-1992 the workman Ramanjaneyulu was employed along with three others namely P. Venkaiah, V. Krishna Murthy and J. Naraiiah who worked in the Respondent Corporation long ago but subsequently left it. After a break longer than that of the workman Ramanjaneyulu, the above said three persons were also employed as skilled worker and they were shown at S. Nos. 339, 340 and 341 in the 'B' Register and employed on permanent basis w.e.f. 13-4-1992 and 20-4-1992 respectively. But the present workman G. Ramanjaneyulu was not only shown below them at S. No. 342 but was also shown as temporary skilled worker even though he was employed from 13-3-1992 itself. Thus the workman has been subjected to hostile discrimination and victimised for no valid or justifiable reason except for the reason that he is a loyal member of the Petitioner Union. The action of the Respondent-Management constitutes unfair labour practice in terms of Items 4(c), 5(a) and (b) and 10 of Part I of V Schedule of the I.D. Act. Under these circumstances, the Respondent-Management is liable for action for unfair labour practice and the Hon'ble Court may declare that the non-employment of the workman G. Ramanjaneyulu after 15-7-1993 is retrenchment within the meaning of Section 2(oo) of the Act and that it is illegal for non-compliance of mandatory provisions of Chapter V(A) of the Act and that the workman is entitled for reinstatement with continuity of service from 16-7-1993 onwards and for back wages and consequential benefits.

3. The Respondent-Management is resisting the claim of the Petitioner and filed a counter to the following effect. The workman G. Ramanjaneyulu was appointed in 1992 on adhoc basis by the order dt. 13-3-1992, as Security Guard on contract basis for a period of six months, along with other Security Guards at Pidugurala Project of the Corporation. The appointment on contract basis was only for a period of six months. On expiry of six months contract period, the services of Ramanjaneyulu were terminated as Security Guard along with other similarly placed Security Guards. Thereafter a lapse of a month or so, the workman Ramanjaneyulu was taken on temporary basis at Mangampet from 7-10-92 to 15-11-92. He was further continued on temporary basis upto 15-7-1993 with extension from time to time. The Respondent-Corporation during the year 1991-92 had taken some appointment on adhoc basis in various capacities due to administrative exigencies and the workman Ramanjaneyulu is one amongst such adhoc appointees. The Board of Directors of the Respondent-Corporation in its meeting held on 15-7-1993 reviewed the matter of ad-hoc appointments made in the Corporation and resolved not to give any extension to those adhoc appointments. The Board of Directors also resolved not to make any temporary adhoc appointment in any form i.e. Trainees daily wages, contract etc. As per the said resolution of the Board of Directors, the adhoc appointees were continued, till expiry of the term of appointment. The ad hoc appointees were appointed for short period of six months and continued on extension. They

were continued for short terms to meet the administrative exigencies and they were not taken against the sanctioned posts or by following the normal recruitment procedure like notifying vacancies to the Employment Exchange, holding test/interview in respect of the sponsored candidates from the Employment Exchange. Some of the ad hoc appointees filed Writ Petition, No. 8314/93 in the Hon'ble High Court of Andhra Pradesh. They also filed W.P.M.P. No. 10156/93 for interim direction to the Respondent-Corporation to continue them in service pending disposal of the writ petition. The matter came up before a single judge and the single judge, at the first instance, passed status-quo orders. By the time status-quo orders were passed, some of the adhoc appointees whose term expired have ceased to be in the posts of the Corporation. The Respondent-Corporation then filed its counter and another W.P.M.P. No. 1092/93 for vacating the status-quo order. In the counter the Corporation stated that the adhoc appointees were taken on administrative exigencies and not against any sanctioned posts or by following normal recruitment procedure. The Corporation also indicated the vacancy position in its counter and the requirement of compliance the guidelines issued by the Government from time to time on recruitment as well as the provisions of the Employment Exchange compulsory notifying of the vacancies Act. The single judge by his order dt. 20-7-1993 found that there is no justification for continuing the interim direction dated 29-6-1993 maintaining status-quo obtaining as on that date and vacated the same. Against the judgement of the learned single judge, the petitioner filed writ appeal No. 812/93 before the Divisional Bench of the Hon'ble High Court of Andhra Pradesh. The Division Bench by its judgement dt. 11-8-1993 while dismissing the appeal, directed the Government to dispose of the representations filed by the petitioners before the Government for regularising their services. The Government of Andhra Pradesh in Industries and Commerce Department by its letter dt. 6-10-1993 informed that the representation of the Petitioner has been examined and it is rejected as the appointments are themselves irregular and not in accordance with the rules, and further informed that their services may be dispensed with on expiry of the term of appointment or contract and no further extension shall be granted by the Corporation. The workman Ramanjaneyulu, worked in Mangampet Branch w.e.f. 24-4-1978 to 24-10-1981 on daily wage subsequently he quit from his service on his own accord. The cases of P. Venkaiah, G. Narsiah and P. Krishna Murthy referred to in the claim statement have no relevance to the case of the workman Ramanjaneyulu. Their cases were put before the Board of Directors and the Board of Directors by its 229th meeting held on 29-3-1982 accorded approval for their re-appointment and they joined in April, 1992. But the workman Ramanjaneyulu was appointed as Security Guard on contract basis in March 1992. The Management never indulged in any unfair labour Practice and the dispute raised by the Petitioner Union is liable to be dismissed.

4. On behalf of the Petitioner Union, W.W1 is examined and Exs. W1 to W5 are marked. On behalf

of the Respondent, M.W1 is examined and Exs. M1 to M6 are marked. The General Secretary of the Petitioner-Union is examined as W.W1 and he deposed to the averments in the claim statement. The Administrative Officer (Personnel) working in the Respondent Corporation is examined as M.W1 and he deposed to the averments in the counter. The details of the documents Exs. W1 to W5 and Exs. M1 to M6 marked on behalf of the Petitioner and Respondent respectively are appended to this Award.

5. The points for consideration are as follows :

(1) Whether the Respondent-Management of Andhra Pradesh Mineral Development Corporation Ltd., Hyderabad is justified in terminating the services of the workman G. Ramanjaneyulu w.e.f. 16-9-1993 ?

(2) To what relief the workman G. Ramanjaneyulu is entitled to in this reference ?

6.(a) POINT (1) :— The admitted facts as revealed from the evidence on record are as follows :

The Respondent Andhra Pradesh Mineral Development Corporation Limited, Hyderabad is having its Branch Office at Mangampet in Cuddapah District and the Project at Piduguralla in Guntur District. The workman G. Ramanjaneyulu worked as skilled worker as Mangampet Branch during the period from 24-4-1978 to 24-10-1981 on daily wages and he quit the service on his own accord. Again the said workman was appointed as Security Guard at Piduguralla Lime stone project on contract basis for six months under the appointment order Ex. M-1 dt. 23-3-1992. The period of his employment expired by 23-9-1992 and he was discharged from service after the expiry of that period of contract. Ex. W1 is the order dt. 5-9-92 discharging the said workman from service after expiry of the period of contract. Thereafter, once again the workman G. Ramanjaneyulu was appointed as skilled worker on temporary basis at Cuddapah Mills, Mangampet Branch from 7-10-1992 under the office order Ex. W2 dt. 7-10-1992. He was appointed for the period from 7-10-1992 to 15-11-1992. His services was extended on temporary basis from 16-11-1992 to 15-3-1993 under Ex. W3 and again from 16-3-1993 to 15-7-1993. He was discharged from service w.e.f. 16-7-1993. It is also not disputed that the appointment of the workman G. Ramanjaneyulu was on adhoc basis and it was also not against the sanctioned post. He was appointed without following the established procedure for recruitment through Employment Exchange and without observing the roster of reservation. He was not appointed through the normal procedure of either written examination or oral interview. It is also admitted that the three workmen Venkaiah, Krishna Murthy and Narasiah were appointed in April, 1992.

(b) Along with the workmen G. Ramanjaneyulu there were some other adhoc appointees in the Respondent Corporation. The Board of Directors of the Respondent-Corporation by its resolution dated 15-7-1993 resolved to remove

the ad hoc contract workers. In pursuance of that resolution, the workman Ramanjaneyulu along with other appointees were not given any extension and they were discharged after expiry of the contract period. It is also admitted that some of the ad hoc appointees approached the Hon'ble High Court of Andhra Pradesh and filed Writ Petition No. 8314/93 and sought interim directions in W.P.M.P. No. 10156/93 to the Respondent Corporation to continue them in service pending disposal of that writ petition. The matter came up before a single judge and he passed an order of status-quo in the first instance. Ex. M2 is the said interim order. Thereafter the Respondent-Corporation filed its counter and also filed W.P.M.P. No. 1092/93 for vacating the status-quo order and the Hon'ble Single Judge vacated the order of status-quo and Ex.M3 is the said order dated 20-7-1993 vacating the earlier status-quo order. Thereafter, the Petitioner preferred Writ Appeal No. 812/93 and the Division Bench by its judgement dated 11-8-1993 held that they are not inclined to interfere with the orders passed by the learned single judge but directed the Government of Andhra Pradesh to dispose of the representations filed by the Petitioner for regularising their services. Ex.M4 is the said order dated 11-8-1993 passed by the Division Bench. In pursuance of the direction of the High Court, the Government of Andhra Pradesh examined the representations of the Writ Petitioners i.e. ad hoc appointees and passed the order dated 6-10-1993(Ex. M6)) rejecting their representations by holding that their appointments are irregular and not in accordance with the rules and further directed the Respondent-Corporation to dispense with their services on expiry of the terms of contract and no further extension should be granted to them. The Government of Andhra Pradesh by its Order dated 6-10-1993(Ex. M5) also informed the Respondent Corporation that the services of those ad hoc appointees should be dispensed with on expiry of the terms of appointment on contract and not further extension shall be granted by the Corporation and further directed that the Respondent-Corporation should ensure that no such irregular appointments resorted to in future in deviation of the normal procedure for appointment/recruitment.

7. The learned counsel for the Petitioner submits that the workman Ramanjaneyulu was employed for 194 days from 23-3-1992 to 23-9-1992 at Piduguralla Unit of the Respondent Corporation and after break of two weeks, he was employed again from 7-10-1992 to 15-7-1993 for total period of 282 days though in different but continuous spells, that the workman Ramanjaneyulu was removed from service without compliance with the mandatory provisions of Section 25-F of the I.D. Act and that he was retrenched from service while his juniors P. Venkaiah, P. Krishna Murthy and J. Narasiah were allowed to continue to work and therefore the retrenchment of the workman is void and illegal and the workman is entitled for reinstatement into service, with back wages and other attendant benefits.

8. The learned counsel for the Respondent-Management submits that G. Ramanjaneyulu was appointed on ad hoc basis and on daily wages and for

contractual period and after the expiry of the period of contract he was removed from service and as such it does not amount to retrenchment under Section 2(oo)(bb) of the Act and that Venkaiah, P. Krishna Murthy and Narasaiah are not juniors to G. Ramanjaneyulu and that the workman is not entitled for any relief under this reference.

9. It is well settled that all retrenchment is termination of service but all termination of service may not be retrenchment. In order to be "retrenchment", termination of service has to fall within the ambit of definition of "retrenchment" in Section 2(oo) of the Act. Further Section 25-F of the Act prescribes the requirement of notice and compensation as conditions precedent to "retrenchment" of a workman. Termination of service of workman as a measure of "retrenchment" without complying with the requirement under Section 25-F of the Act will be illegal. It is also well settled that discharge simpliciter does not amount to "retrenchment". If the termination actuated by motive of victimisation or unfair labour practice, it amounts to "retrenchment". Hence it has to be seen whether the discharge of the workman G. Ramanjaneyulu w.e.f. 16-7-1993 amounts "retrenchment" as defined under Section 2(oo) of the Act.

10. Section 2(oo) of the Act defines retrenchment as follows :—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman, or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf, or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf as contained therein, or
- (c) termination of the service of a workman on the ground of continued ill-health."

Section 25-F of the Act prescribes the conditions precedent to retrenchment of workman and it reads as follows :—

"Conditions precedent to retrenchment of workman :—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons

for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay or every completed year of continuous service or any part thereof in excess of six months, and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by Notification in the Official Gazette)".

11. In the instant case, it is true that the workman G. Ramanjaneyulu had worked for more than 240 days in the establishment of the Respondent Corporation. But according to the counsel for the Respondent Corporation, the termination of the workman does not amount to retrenchment as it falls within the clause (bb) of Section 2(oo) of the Act. Under this clause, retrenchment does not include termination of service of a workman as a result of non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf as contained therein. Admittedly, the workman G. Ramanjaneyulu was appointed under Ex. M1 temporarily on contract basis for a period of six months as Security Guard on a consolidated monthly remuneration of Rs. 800.00. Further as seen from Ex. M1 the said appointment is subject to further terms and conditions that the appointment is liable for termination at any time during the contract period of six months and the Corporation reserves its right to terminate the appointment at any time without assigning any reasons and notice, that the appointment shall not confer any right on him to claim regularisation in the service of the Corporation in future. Thus the appointment of the workman G. Ramanjaneyulu at Piduguralla was on contract basis for a period of six months and he was terminated from service on expiry of contract period of six months. Further as seen from Ex. W2, he was appointed as skilled worker on temporary basis for a limited period from 7-10-1992 to 15-11-1992 as Cuddapah Mills. This is a fresh appointment on contract basis. Under Ex. W3 the contract period was extended for another four months from 16-11-1992 to 15-3-1993. It is also not disputed that his contract period was further extended from 16-3-1993 to 15-7-1993. As seen from Ex. W4 and Ex. W5 the Project Manager, Mangampet was directed by the Executive Director to utilise the services of the workman G. Ramanjaneyulu in Cuddapah Mills and it is in pursuance of the said direction, the workman

G. Ramanjaneyulu was appointed as skilled worker for the contract period. There is no extension beyond the contract period i.e. 15-7-1993. The appointment for a fixed period and termination in accordance with such appointment is not illegal as the said termination comes within the Clause (bb) of Section (oo) of the Act. In *M. Venugopala v. Division Manager, LIC* (1994 (I) LLJ page 597) their Lordships of Supreme Court have categorically held that once appointment is for a fixed period Section 25-F does not apply as it is governed by Clause (bb) of Section 2(oo) of the Act. Again in *State of Rajasthan & Others v. Rameshwar Lal Gahlot* (1996(I) LLJ, page, 888) their Lordships of Supreme Court held in para 4 thus :—

“When the appointment is for a fixed period, unless there is finding that power under Clause (bb) of Section 2(oo) was misused or vitiated by its mala fide exercise, it cannot be held that the termination is illegal in its absence, the employer could terminate services in terms of letter of appointment unless it is a colourable exercise of power. It must be established in each case that the power was misused by the management or the appointment for a fixed period was a colourable exercise of power.”

There is nothing on record to show that the Respondent-Management has exercised the power mala fide in discharging the workman G. Ramanjaneyulu from service. The workman G. Ramanjaneyulu is not examined before this Tribunal. He is the best person to speak about the circumstances under which his services were terminated. But for reasons best known to the Petitioner-Union he was been kept back. On the other hand, the Secretary of the Petitioner Union who is examined as W.W1 did not attribute any mala fides on the part of the Management in terminating the services of the workman. It is in the evidence of M.W1 the services of the workman G. Ramanjaneyulu and other ad hoc appointees were terminated in pursuance of the resolution of the Board of Directors of the Respondent-Corporation and as a result of non-renewal of contract of employment between the employer and the workman concerned. Therefore the said termination of the workman does not come within the definition of retrenchment as defined under Section 2(oo) of the Act.

12 The learned counsel for the petitioner vehemently contend that the workman Ramanjaneyulu had put in work for more than 240 days as such he is entitled for regularisation of his services. Admittedly the workman Ramanjaneyulu was not appointed through the Employment

Exchange or through normal procedure of either written examination or oral interview. As seen from Ex. M6 the Government of Andhra Pradesh held that those appointment were only on ad hoc and interim basis and not against any sanctioned posts and without following the established procedure of recruitment through Employment Exchange and without observing the roster of reservations in favour of the Scheduled Castes and Scheduled Tribes and those appointments are irregular and not as per rules. As the appointment of the workman G. Ramanjaneyulu is irregular and not as per the rules and against the established procedure of recruitment, he is also not entitled for regularisation of his services as contended by the learned counsel for the Petitioner. The Hon'ble Supreme Court of India and other High Courts have deprecated the practice of regularisation of workman who have been appointed contrary to the rules and regulations of recruitment, but on the only ground that they have put in work for 240 or more days. In *Delhi Development Horticulture Employees' Union v. Delhi Administration* (1992 (2) LLJ, page 452) their Lordships of Supreme Court observed thus :

“Apart from the fact that the petitioners cannot be directed to be regularised for the reasons given above we may take note of the pernicious consequences to which the direction for regularisation of workman on the only ground that they have put in work for 240 or more days, has been leading. Although there is Employment Exchange Act which required recruitment on the basis of registration in the Employment Exchange, it has become a common practice to ignore the Employment Exchange and the persons registered in the Employment Exchanges end to employ and get registered within the Employment Exchange or who though registered are lower in the long waiting list in the Employment Register. The courts can take judicial notice of the fact that such employment is sought and given directly for various illegal considerations including money. The employment is given first for temporary period with technical breaks to circumvent the relevant rules and is continued for 240 or more days are directed to be automatically regularised. A good deal of illegal employment market has developed resulting in a new source of corruption and frustration of those who are waiting at the Employment Exchange for years, not all those who gain such back-door entry in the employment are in need of the particular jobs. Though already employed elsewhere they join the jobs for better and secured prospects. That is why most of

the cases which come to the courts are of employment in Government Departments, Public Undertakings or Agencies. Ultimately it is the people who bear the heavy burden of the surplus labour. The other equally injurious effect of indiscriminate regularisation has been that many of the agencies have stopped undertaking casual or temporary work though they are urgent and essential for fear that if those who are employed on such works are required to be continued for 240 or more days have to be absorbed, as regular employees, although the works are time bound and there is no need for the workman beyond the completion of the work undertaken. The public interest are thus jeopardised on both counts."

Again in the case of **JAKIR HUSSAIN v. ENGINEER-IN-CHIEF IRRIGATION DEPARTMENT** [1 994 (1) LLJ page 5]. Their Lordships of Allahabad High Court observed in para 7 as follows:—

"Regularisation cannot be made as a rule of thumb merely on the basis of completion of certain years of service by an employee. It depends on various facts, some of which have been mentioned above, and it is for the Employer to decide as to whether, in view of the fact and circumstances of the case, the services of the employees who were appointed on ad-hoc/daily wages basis should be regularised".

Therefore, simply because the workman to G. Ramanjaneyulu whose appointment is irregular and contrary to the rules recruitment, his services cannot be regularised on the ground that he had put in work for more than 240 days.

13. In the light of my above discussion, I hold on Point (1) that the termination of the workman G. Ramanjaneyulu does not amount to retrenchment as defined under Section 2(oo) of the Act and that the Respondent Corporation is justified in terminating the services of G. Ramanjaneyulu w.e.f. 16-7-1993. The point is thus decided in favour of the Respondent-Corporation and against the Petitioner Union.

14. **POINT (2).**—This point relates to the relief be granted to the workman G. Ramanjaneyulu. In view of my finding on Point (1) that the Respondent Corporation is justified in terminating the services of the workman G. Ramanjaneyulu, he is not entitled for any relief in this reference.

15. In the result, Award is passed stating that the action on the part of the Respondent-Corporation i.e. Andhra Pradesh Mineral Development Corporation Ltd., Hyderabad is justified in terminating 1862 GI/96—7.

the services of G. Ramanjaneyulu with effect from 16-7-1993 and that the workman G. Ramanjaneyulu is not entitled for any relief. The reference is thus answered. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me given under my hand and the seal of this Tribunal, this the 18th day of May, 1996.

A. HANMANTHU, Industrial Tribunal-I,

Appendix of Evidence.

Witnesses Examined

for the Petitioner :

W.W1 D. Srinivasa Rao.

Witnesses Examined

for the Respondent :

M.W1 M. Srinivasachari.

Documents marked for the Petitioner :

Ex. W1 5-9-92 Termination order issued to G. Ramanjaneyulu.

Ex W2 7-10-92 Office Order issued to G. Ramanjaneyulu, temporary appointment for the period from 7-10-1992 to 15-11-1992.

Ex. W3 17-11-93 Office order issued to G. Ramanjaneyulu, temporary appointment for the period from 16-11-1992 to 15-3-1993.

Ex. W4 16-11-92 Xerox copy of the letter from the Executive Director permitting to utilise the services of G. Ramanjaneyulu.

Ex. W5 12-3-93 Xerox copy of letter from the Executive Director permitting to utilise the services of G. Ramanjaneyulu.

Documents marked for the Respondent :

Ex. M1 23-3-92 Letter of A. P. Mineral Dev. Corporation Personnel & Admn. appointment of Security Guard on contract basis of Piduguralla Lime Stone Project of the Corporation issued to G. Ramanjaneyulu.

Ex. M2 20-6-93 Interim order passed by High Court in W.P. No. 10456/93.

Ex. M3 20-6-93 Interim order vacating the High Court in W.P. M.P. No. 1092/97 in W.P. M.P. No. 10456/93.

Ex. M4 11-8-1993 Writ Appeal No. 812/93.

Ex. M5 6-10-93 Letter from the Dy. Secretary to Government, Industries and Commerce [M.II(2) Deptt. regarding the regularisation of persons working on ad-hoc basis, instructions issued.

Ex. M6 6-10-93 Copy of Memo No. 408/M. II(2)/93-6 regarding the regularisation of services of the adhoc appointees representation rejected.

Executive Committee Member of the Union.

State : West Bengal.

Industry : Port.

High Court in W.P. M.P. No. 1092/97

AWARD

Industrial Tribunal-I

नई दिल्ली, 17 जुलाई, 1996

का.आ. 2369:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-96 को प्राप्त हुआ था।

[सं. एल-32012/5/90-आई आर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 17th July, 1996

S.O. 2369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on 16-7-1996.

[No. L-32012/5/90-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 13 of 1990

PARTIES :

Employers in relation to the management of Calcutta Port Trust.

AND

Their Workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy,
.... Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. G. Mukherjee, Senior Labour Officer (IR) and Mr. M. K. Das, Senior Labour Officer (IR).

On behalf of Workmen : Mr. S. Das, Secretary of the Union and Mr. P.C. Mondal,

By Order No. L-32012/5/90-IR(Misc.) dated 28-5-1990 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947, referred the following dispute to the Tribunal for adjudication:—

“Whether the action of the management of Calcutta Port Trust in imposing punishment on Janab Shaikh Golam Kibria, Lascar-I, ‘D.V. Seva’ under D.M.D. of Calcutta Port Trust of deferment of annual grade increments for 3 years with cumulative effect as per DMD’s Order No. 1788/41(33)/5485-86 dated 27-10-1988 is justified. If not to what relief the workman is entitled?”.

2. Even though the case is of the year 1990, the workman has taken no steps to produce any evidence in support of his contention. Since 2-8-1995 Mr. S. Das, Secretary of the Union representing the workman has failed to appear when the case was called. I accordingly feel that the workman has given up his case and does not want to press for the relief.

3. The management states that since the workman did not lead any evidence in the case, they have nothing to answer.

4. Since there is no material before me for holding that the workman was unduly prevented to present his case, I come to hold that the workman has given up his case and dispose of the reference by passing this “No Dispute” Award.

K. C. JAGADEB ROY, Presiding Officer

Calcutta,

The 26th June, 1996.

नई दिल्ली, 17 जुलाई, 1996

का.आ. 2370-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, विशाखापटनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-96 को प्राप्त हुआ था।

[सं. एल-34012/3/91-आई आर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 17th July, 1996

AWARD

S.O. 2370.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 16-7-1996.

[No. L-34012/3/91-IR(Misc)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, VISAKHAPATNAM

PRESENT :

Smt. G. Jaishree, B.Sc., LL.M.,
Chairman & Presiding Officer.

Friday, the 12th day of April, 1996

I.T.I.D. No. 3/93 (Central)

BETWEEN

The General Secretary,
Port & Dock Employees Association,
D. No. 14-25-32A, Ramapadma Nilayam
Dandu Bazar,
Maharanipeta,
Visakhapatnam-530 002. . . Workman

AND

The Chairman,
Visakhapatnam Port Trust,
Visakhapatnam. . . Management

This dispute coming on for final hearing before me in the presence of the petitioner in person and the management in person upon hearing the arguments of both sides the court passed the following :

(1) In this case reference is made by the Government of India for settlement of the dispute existing between the management of Visakhapatnam Port Trust and their workmen. The following are its terms : "Whether the action of the management of the Visakhapatnam Port Trust is justified in recovering from the salary of Mr. P. S. Patrudu, Time Keeper and 4 others on the ground that pay fixation was not done properly if not, to what relief the workman are entitled?"

(2) The General Secretary of Port and Dock Employees Association by name A. Rahaman filed claim petition on behalf of the workmen stating that the workman by name P. S. Patrudu was first promoted to the post of Checker (Gl. III) in Mechanical Department from C-IV category in the year 1974. Later on he was promoted to the post of Jr. Clerk with effect from 27-7-78 and he worked in the said post upto 6-1-80 in various spells. His services were regularised in the cadre of Jr. Clerk Cl-III with effect from 5-2-80. He was further promoted to the post of time keeper Cl-III with effect from 8-2-80. His pay in this promoted post was fixed taking the pay in the lower-post of Jr. Clerk into consideration, in which post he worked for 1½ years. Basing on his analogy, the pay of the other 4 workmen in the same cadre was also fixed. While so, the pay of P. S. Patrudu was reduced suddenly by the respondent management on the ground that his pay was fixed erroneously and that he did not complete his probation period of 2 years in the lower post of Jr. Clerk the pay of which post was taken into consideration while fixing the pay in the post of time keeper. It is stated that under F.R. 22(1)(1)(i) the said P. S. Patrudu is entitled to the fixation of pay as fixed by the management earlier and the same is correct. In pursuance of this action of the management Rs. 3000 is sought to be recovered from the P. S. Patrudu and further he loses two increments throughout his service which would adversely affect his retirement benefits. It is further pleaded that

as per the Ministry of Home Affairs O.M. No. 44/1/59-Estt.(A) dated 15-4-89, persons who are inducted into a new service, through promotion shall be placed on probation for two years, but there will be no probation for a person promoted from one grade to another grade within the same group of service except where the promotion involves a change in the group of posts in the same service. It is also pleaded that in similar cases of Shri Shaik Maqbool, time keeper in Medical Department and the Mother Ali, Accounts Officer CL-III-C Accounts Department and some other employees in some other departments in the same organisation, the fixation of pay in higher post was made taking the pay of the lower cadres into consideration even though probation was not completed by the above employees in the lower cadres. It is ultimately pleaded that reduction of pay after lapse of 8 years is unjust and illegal and the wage revisions have taken place in between the 8 years period and revision of pay of the workers was done twice in the enhanced scales. Thus, it is prayed that the action of the management in reducing the pay may be declared as illegal and the pay earlier fixed be up-held in respect of the 5 workmen.

(3) In the counter filed by the management, it is stated that P. S. Patrudu was appointed as Checker from 10-10-74 and was promoted as Jr. Clerk w.e.f. 20-7-78 and was reverted again as Checker from 5-9-78 and repromoted as Jr. Clerk from 5-2-80. It is stated that according to the V.P.E. (Recruitment, Seniority & Promotion) Regulation, 1964, satisfactory completion of probationary period of two years is pre-requisite for promotion to a higher post. In the present case, P. S. Patrudu was promoted as Time Keeper from the post of Junior Clerk after putting a service of mere 3 days in the lower post of Jr. Clerk. Hence his pay in the post of time keeper should have been fixed by taking his pay as fixed in the lower post of checker, i.e. from second line of promotion, in which, he completed probation period, and not as

Jr. Clerk. The erroneous pay fixation of pay in the post of Time Keeper in respect of the workman gave rise to anomaly in pay in respect of 5 of his seniors and their pay was stepped up on par with the pay of Sri P. S. Patrudu.

(4) Subsequently as advised by the Financial Advisor and Accounts Officer, Visakhapatnam Port Trust, the pay of Sri P. S. Patrudu and 5 of his seniors was refixed and also it was ordered to effect recover of excess amount paid to them through their salaries. It is stated that the workman herein filed writ petition in the High Court questioning the recovery and the High Court directed the management to give show cause notice before effecting recovery and accordingly they were given notices. It is pleaded that the workman P.S. Patrudu is not entitled for pay fixation under F.R. 22(c) as he has not completed probation in the post of Jr. Clerk. Regarding the provisions contained in the orders of the Ministry of Home Affairs, it is stated that they are applicable to only the Central Government employees and not to the Port Employees who are governed by separate regulations of 1964. Regarding similar cases cited by the workman in the claim petition, it is stated that their cases are quite different from the persons like Patrudu and others and it is stated that they have not been promoted like Patrudu. Thus, it is prayed that the claim of the claimant union may be rejected.

5. No oral evidence is adduced either for the workman or for the management. The documents under Exs. W1 to W21 are marked for workman and Exs. M1 to M15 are marked for management. Both sides marked the documents by consent.

6. Both sides filed written arguments, Perused written arguments filed by both sides and also heard arguments of both sides.

7. The points that arise for consideration are :—

(1) Whether the action of the management of the Visakhapatnam Port Trust is justified in recovering the amount from the salaries of Sri P. S. Patrudu and 4 others on the ground that the pay fixation was not done properly ?

(2) To what relief the workmen are entitled ?

8. Point No. 1. It is stated in the written arguments filed by the workmen that the employee of Visakhapatnam Port Trust by name P. S. Patrudu was appointed as Checker in the year 1974 and subsequently he was promoted as Jr. Clerk on officiating basis from time to time. As stated in the written argument filed by the management he was regularised in the post of Jr. Clerk w.e.f. 5-2-80. He was again promoted to the post of Time Keeper w.e.f. 8-2-80. His pay was fixed in the post of Time Keeper taking into consideration his pay in the lower post i.e. the post of Jr. Clerk. Then the pay of 5 other workmen seniors to P.S. Patrudu, were stepped up in order to avoid the anomaly of Juniors drawing more pay than the seniors. The case of the management is that this pay was erroneously fixed. Its contention is that while fixing pay of P. S. Patrudu in the post of Time Keeper, his pay in the lower post of checker was to be taken into consideration and not his pay in the post of Jr. Clerk as he has not by then completed his probation for two years in the post of Jr. Clerk. The management is stated to have realised the mistake in the year 1986 after about 6 years of fixing of pay and issued proceedings under Ex. W16 dated 28-2-86 re-fixing the scales of P. S. Patrudu and his 4 other seniors in the post of time keeper with effect from 1-1-80 taking into consideration the pay of Sri P. S. Patrudu in the post of checker instead of Jr. Clerk as done earlier and consequently re-fixing the pay of the other 5 seniors to him. The workman filed writ petition in the High Court challenging the recovery sought to be made from the salaries of all these workmen on account of relaxation of

their pay in writ petition No. 9309/86 and the same was disposed of on 12-4-89 under Ex. M³ directing the management to issue show cause notice to the workman before effecting the recovery. Accordingly, the management issued the notice to P. S. Patrudu dated 21-7-89 under Ex. M4 and two other workmen under Ex. M5. The workmen sought extension of time to submit their reply vide Ex. M6, M7 and M8. P. S. Patrudu submitted his reply on 30-5-90 under Ex. M9. As the recovery was still proposed vide proceedings under Ex. M10, P.S. Patrudu filed appeal also to the Chairman, V.P.T. under Ex. M11. Exs. M12, M13 and M14 are the representations made by the workmen herein to the Chairman V.P.T. to stop the recovery. But the amount was sought to be recovered vide proceedings under Ex. M15 dated 7-2-91 against all the workmen herein without referring to pay any of the grounds raised by P. S. Patrudu in his representation under Ex. M11.

9. The contention of the union is that the completion of probation is not necessary for fixation of pay under F.R. 22 as per which rule the pay of P. S. Patrudu is to be fixed in the post of Time Keeper. F. R. 22(1) provides that the initial pay of a government servant, who is appointed to a post on time scale of pay is regulated as provided in the said rule. This rule provides that where a government servant who held a post other than a tenure post, in a substantive or temporary or officiating capacity is promoted or appointed in a substantive, temporary or officiating capacity, as the case may be, subject to the fulfilment of the eligibility conditions as prescribed in the relevant Recruitment Rules, to another post carrying duties and responsibilities of greater importance than those attaching to the post held by him, his initial pay in the time scale of the higher post shall be fixed at the stage next above the national pay arrived at by increasing his pay in respect of the lower post held by him regularly by an increment at the stage at which such pay has accrued

or rupees twenty five only, whichever is more.” The management has not brought to my notice any of its regulations which governs fixation of pay on appointment to a higher post. In the absence of any such regulation, P. S. Patrudu is entitled for the benefit of F. R. 22 for fixation of pay in the post of time keeper to which he is promoted from the post of Jr. Clerk vide Ex. W9. According to the management itself, the workman was regularised as Jr. Clerk w.e.f. 5-2-80. Thus, he is holding a substantive post of Jr. Clerk on the date of his promotion to the post of time keeper w.e.f. 8-2-80. It is not disputed that the duties and responsibilities attached to the post of Time Keeper carry greater importance than those attached to the post of Jr. Clerk. The workman filed a document under Ex. W20 showing the duties of Jr. Clerk and also the time keeper. The Jr. Clerk has to copy salary bills, enclosures, statements, filing papers references etc. While time keeper has to maintain registers, muster rolls and all other ledgers pertaining to staff and attendance of staff. Thus, the responsibilities of time keeper are of greater importance than the Jr. Clerk to satisfy the requirement of F. R. 22. The only ground raised by the management is that P. S. Patrudu has not completed probation period upto 2 years in the post of Jr. Clerk as per the requirement of V.P.T. Regulations No. 8 of V.P.E. (RS&P) Regulations, 1964 which is extracted in the written arguments filed by the management. It is contended that these regulations are framed under Major Port Trusts Act and they have legal force and therefore they have to be followed. This regulation provides that every person appointed to a grade or post by direct recruitment, promotion or transfer shall be on probation for a period of two years from the date of his appointment. But the case of the management is not that he is to be reverted as he was erroneously promoted. The management appointed P. S. Patrudu to the post of time keeper and extracted work from him in such capacity and it cannot plead that he is not entitled to the pay of the post of time keeper, which is to be fixed as per the rules specially F. R. 22. The representative of the management brought to my notice

in this regard the concerned recruitment rules of Visakhapatnam Port Trust which are filed under Ex. M2. A perusal of Ex. M2 shows that at Serial No. 19, the method of appointment to the post of time keeper is provided for at column No. 10 and it is provided that the same is to be “By promotion from Jr. Clerk failing which checker”. The management representatives strenuously contended that P. S. Patrudu as to be promoted in the second line of promotion from the post of checker as he has not completed his probation in the post of Jr. Clerk and therefore his pay in the post of checker was to be taken into consideration and not the post of Jr. Clerk. But this argument is fallacious and I am unable to accept the same. When P. S. Patrudu was actually working as Jr. Clerk on the date of promotion being regularised in that post, I am unable to understand how the post of checker would be considered as the post held by him in lower category before promotion, even though a person working as checker is also entitled to the promotion for the post of time keeper on account of non-availability of Jr. Clerk in the department. The learned representative of the management laid stress on the words in F. R. 22(1)(a)(i) “Subject to the fulfilment of the eligibility conditions as prescribed in the relevant Recruitment Rules to another post carrying duties and responsibilities of greater importance than those attached to the post held by him...” and contended that as P. S. Patrudu did not satisfy the condition of completion of probation in the post of Jr. Clerk, he was not eligible for promotion to the post of time keeper and therefore this rule does not supply to him. But this argument again has no basis in as much as P. S. Patrudu was eligible to be promoted as time keeper in the second line of promotion atleast from the post of checker. Further question of probation does not come into picture in as much as this F.R. applies even to a promotion or appointment in a temporary or officiating capacity. Completion of probation may be necessary for regular appointment in the higher post but the learned representative for

the management has not brought to my notice any regulation of the Port Trust which requires completion of probation in the lower post for appointment to a higher post on temporary or officiating capacity. Thus, I do not find any substance in the contention of the management that the pay of P. S. Patrudu in the post of Jr. Clerk cannot be taken into consideration for the purpose of fixing his pay in the post of time keeper. Except non-completion of probation, it is not stated that P. S. Patrudu was not qualified for promotion to the post of time keeper in any other respect. On the other hand, he was qualified even from the post of checker in the second line of promotion. But his pay in the immediate lower post which is Jr. Clerk is to be taken into consideration for the purpose of fixation of pay in the post of time keeper. The management further contends that the petitioner worked only for 3 days in the category of Jr. Clerk and then promoted and he is not entitled to contend that his pay in the post of Jr. Clerk is to be taken into consideration but Exs. W5 dated 22-8-78, Ex. W6 dated 18-6-79 and Ex. W7 dated 15-10-79 show that he was appointed as Jr. Clerk several times on adhoc basis before his regular appointment as Jr. Clerk under Ex. W9 dated 15-3-80. Ex. W8 dated 7-1-81 also shows that his pay was also refixed as per the modified and liberalised scales in the category of Jr. Clerk w.e.f. 1-5-79. Thus, he worked for considerable time as Jr. Clerk with all the benefits of the said post before his regular appointment as Jr. Clerk vide Ex. W9. Thus, from any point of view, I do not find any substance in the contention of the management that it has erroneously fixed the pay of P. S. Patrudu taking his pay in the lower post of Jr. Clerk for consideration.

(11) Equity and justice also demands that the management cannot recover amounts from the workman herein after lapse of about 6 years, on the ground that their pay was erroneously fixed.

In fact P. S. Patrudu also was sanctioned annual increments every year right from his appointment as time keeper in the year 1980 till the year 1985 which is established by the proceedings of the management under Exs. W10, W11, W12, W13, W14 and W15 for the years from 1980 to 1985. Further admittedly the pay scales were revised twice during the interrumpam and the pay of ^{an} these workmen were revised from time to time on the basis of their pay fixed in the year 1990. It is embarrassment for the workmen if their pay is sought to be refixed by reducing the same pleading error on the part of the management, at this point of time and after so many changes in the pay scales. Thus, I do not find any justification in the action of the management in seeking the recovery of amounts from the salaries of P. S. Patrudu and consequently other senior employees on the ground of excess payment pleading error in the fixation of pay which was done as early as 1980. Further, the workman alleges in his claim statement that in the case of Shri Shaik Maqbool, time keeper in Medical Department and Mother Ali, Accounts Officer CI-II Accounts Department and some other employees in other departments in the same organisation, fixation of pay in the higher post was made taking the pay of the lower cadre even though probation was not completed by them in the lower cadre. The management pleads in the counter that the case of promotions of these employees are quite different from the present case of P. S. Patrudu and others and states that they have not been promoted like Patrudu but the management does not explain how their cases are different from the case of P. S. Patrudu. Thus, the management cannot treat P. S. Patrudu and consequently other workmen herein on a different footing from other similarly placed employees without any reason.

(12) For all the above reasons, I come to the conclusion that the action of the management in seeking the recovery of amounts from the workmen is not only illegal but also unjustified. I find this point accordingly.

(13) Point No. 2 : In view of my findings on point No. 1 above, I hold that the workman herein are entitled to restrain the management from effecting recovery from the salaries.

(14) In the result, award is passed declaring the action of the management of Visakhapatnam Port Trust is not justified in recovering from the salaries of Mr. P. S. Patrudu, time keeper and 4 others on the ground that the pay fixation was not done properly and the workmen are entitled to restrain the management from effecting the said recoveries.

Dictated to steno transcribed by her given under my hand and seal of the court this the 12th day of April, 1996.

G. JAISHREE, Chairman & Presiding Officer
APPENDIX OF EVIDENCE IN I.T.I.D. No.
3/93(C)

WITNESSES EXAMINED :

FOR WORKMAN : NONE.

FOR MANAGEMENT : NONE.

DOCUMENTS MARKED :

FOR WORKMAN :

- Ex. W1 : 8-5-71 : Memorandum issued by the Office Manager, VPT.
- Ex. W2 : 18-9-70 : Office order issued by the Office Manager, VPT.
- Ex. W3 : 4-9-74 : Result of selection for the post of checker.
- Ex. W4 : 7-10-74 : Appointment of checker. VPT by P. S. Patrudu.
- Ex. W5 : 22-8-78 : Office order.
- Ex. W6 : 18-6-79 : Office order.
- Ex. W7 : 15-10-79 : Office order.
- Ex. W8 : 7-1-81 : Office order reg. pay scales.
- Ex. W9 : 15-3-80 : Office order Reg. ministerial staff.
- Ex. W10 : 7-3-81 : Office order Reg. implementation of revised pay scales.
- Ex. W11 : 8-2-82 : Office order Reg. Annual increments.
- Ex. W12 : 29-11-82 : -do-
- Ex. W13 : 3-1-84 : -do-
- Ex. W14 : 7-6-84 : Office order reg. revised scales to Port & Dock workers.

Documents marked for workman :

- Ex. W15 : 23-1-85 : Office order Reg. annual increments.
- Ex. W16 : 28-2-86 : Office order Reg. fixation of pay.

Ex. W17 : Xerox copy of page 141 of manual of Establishment and Administration for Central Government Servants.

Ex. W18 : Xerox copy of FRSR Post-I General rules.

Ex. W19 : Xerox copy of Recruitment Rules for all posts in Visakhapatnam Port Trust.

Ex. W20 : Xerox copy of Vsp. Post Trust duties and responsibilities of the Time Keepers and Jr. Clerks.

Ex. W21 : Letter addressed to CME|VPT by P. S. Patrudu.

Documents Marked for Management :

Ex. M1 : Service sheet of the Sri P. Samudram (xerox copy).

Ex. M2 : Xerox copy of the office order.

Ex. M3 : 12-4-89 : Order in W.P. 9303/86 of High Court of A.P.

Ex. W4 : 21-7-89 : Letter to P. S. Patrudu by CME|VPT, Vsp.

Ex. M5 : 21-7-89 : Letter of CME, VPT Reg. fixation of pay.

Ex. M6 : Letter to CME|VPT by P. S. Patrudu.

Ex. M7 : -do-

Ex. M8 : -do-

Ex. M9 : -do-

Ex. M10 : Office order Reg. fixation of pay.

Ex. M11 : 10-9-90 : Letter to the Chairman, VPT by P. S. Patrudu.

Ex. M12 : Letter to the Chairman, VPT by Ch. Prasada Rao.

Ex. M13 : 11-9-90 : Letter to the Chairman by S. Nageswara Rao.

Ex. M14 : 13-9-90 : Letter to Chairman by T. Nageswara Rao.

Ex. M15 : Office order issued by CME|VPT Reg. fixation of pay

नई दिल्ली, 17 जुलाई, 1996

का.आ. 2371:-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार विशाखापट्टनम पोर्ट ट्रस्ट के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, विशाखापट्टनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-96 को प्राप्त हुआ था।

[सं. एल-34012/2/91-आई आर(विविध)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 17th July, 1996

Inspector by two increments for a period of two years with cumulative effect? If not to what relief the workman is entitled?"

S.O. 2371.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 16-7-1996.

[No. L-34012/2/91-IR(Misc)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, VISAKHAPATNAM

PRESENT :

Smt. G. Jaishree. B.Sc., LL.M.,
Chairman & Presiding Officer.

Saturday, the 6th day of April, 1996

I.T.I.D. No. 16/92(C)

BETWEEN

B. Simhachalam,

Represented by the General Secretary,
Port and Dock Employees Association,
14-25-32A, Rama Padma Nilayam,
Dandu Bazar, Maharanipeta,
Visakhapatnam-530 002.

.. Workman

AND

The Chairman,
Visakhapatnam Port Trust,
Visakhapatnam-530 002.

.. Management

This dispute coming on for final hearing before me in the presence of the petitioner in person and the management in person, upon hearing and arguments of both sides the court passed the following :

AWARD

(1) In this case reference is made by the Government of India under clause (d) of Sub-Section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 for settlement of dispute existing between the management of Visakhapatnam Port Trust and its workman by name Sri B. Simhachalam regarding the punishment imposed on him on the charge of misconduct. The reference is in the following terms :

"Whether the action of the Visakhapatnam Port Trust is justified in reducing the pay of Sri B. Simhachalam Asst. Health

(2) The workman filed claim statement challenging the punishment and challenging the findings of the enquiry officer on the ground that the complainant bore grudge against him and knitted out the case. He challenges the findings on detailed grounds about appreciation of evidence by the enquiry officer and alleges motive for punishing him on false charges stating that both the witnesses who spoke against him bore grudge against him as they used to avail the services of the department labour in their houses and for personal works but the workman refused to spare labour working under his supervision to work in the houses of the 1st witness SW1 and this is the reason why SW1 and SW2 made out false complaint against him. Ultimately, it is pleaded that the punishment is harsh and not justified and it is prayed that it may be set aside.

(3) In the counter filed by the respondent it is stated that detailed enquiry is conducted by the management and the workman was punished on the basis of the enquiry officer's report finding him guilty of the charges. It is stated that lenient view is taken by the appellant authority and the quantum of punishment was reduced on appeal even though he disobeyed the orders of the superior wilfully. Regarding the allegations of personal grudge the same is denied and stated to be an after thought and baseless. It is pleaded that the punishment imposed is proportionate and the claim of the workman may be rejected.

(4) The workman reported on 14-7-95 that he is not challenging the validity of domestic enquiry. Hence heard both sides under Section 11A of the I.D. Act. No oral evidence is led by both sides. And no documents are marked for the workman. Exs. M1 to M8 are marked for the management by consent.

(5) The points that arise for consideration are :

- (1) Whether the domestic enquiry conducted in this case is valid?
- (2) Whether the findings of the enquiry officer are vitiated and liable to be set aside?
- (3) Whether the punishment inflicted on the workman is not justified?
- (4) To what relief?

(6) Point No. 1 : Even though it was represented for the petitioner that he is not challenging the validity of domestic enquiry, ultimately, when I heard the workman's representative, he challenged the validity of domestic enquiry on the ground

that the statement of the defendant was not recorded, the complaint given by the workman against the complainant was not considered and lastly the enquiry officer was biased as SW2 was her colleague and she imported her personal knowledge. I do not find any force in any of these grounds. It is nowhere in the records that the delinquent sought to examine himself and the enquiry officer did not record his statement. The delinquent, in fact produced one defence witness and his statement was recorded by the enquiry officer. When the enquiry officer recorded the statement of the witness produced by the delinquent, there is no reason why she should refuse to record the statement of the delinquent himself. This shows that the delinquent did not choose to examine himself before the enquiry officer and there is no lapse on the part of the enquiry officer in this regard. Regarding the complaint filed by the workman against the complainant, even if it is true, it is a matter of enquiry by the management on satisfying itself on the preliminary enquiry whether to conduct enquiry into the allegations made in the complaint. Dropping enquiry on the complaint given by the workman against the complainant, does not absolve the workman herein of the charges levelled against him. The proof of any allegations depends upon the evidence and its reliability and the workman cannot plead that no action can be taken against him unless action is taken on the complaint made by him against the complainant. Such a complaint if any may be pleaded at the most as a motive for making false complaint and it is a matter to be considered by the enquiry officer in case of feeble evidence and suspicious circumstances of filing the complaint. But where the evidence is strong to prove the charges, the earlier complaint may be not of much importance. Regarding the next ground i.e. the bias of the enquiry officer, no bias can be attributed merely because the enquiry officer is a colleague of SW2. The enquiry officer is to be a departmental person only and it is inevitable that in a department the employees know each other including the enquiry officer. And merely by this reason no bias can be attributed to the enquiry officer. The other ground is that the enquiry officer imported her personal knowledge in holding that even though there is no orders regarding combined inspection in the duties and responsibilities of A.H.I., one has to follow the superiors instructions. This observation can never be said as importing personal knowledge as the general practice followed in the department and the rules of general administration and the hierarchy of officials is to be considered by the enquiry officer who is a person from the department itself. It is to be noted that the enquiry conducted by the enquiry officer is not a strict judicial proceedings but it is only a departmental enquiry and the enquiry officer is expected to know the departmental activities and day to day administration and to have technical knowledge of the department and its functions and working system and the enquiry officer

is the best person to assess the liability of the delinquent for the misconduct, being a person working in the department itself. The same is the knowledge of the enquiry officer regarding the departmental affairs and it is an asset for the enquiry officer in reaching the correct conclusion and the same cannot be stated to be creating any bias in the enquiry officer.

(7) Thus, I do not find any substance in any of the contention raised by the workman for challenging the validity of domestic enquiry. Accordingly, I find the domestic enquiry held in this case is valid.

(8) Point No. 2 : The following are the charges alleged against the workman vide the charge sheet dtd. 2-4-90 under Ex. M1. The charges are stated to be in the form of statement of repetitions. The charges are contained in the annexure-II of the same. It is stated that the delinquent Sri B. Simha-chalam Asstt. Health Inspector while on duty in the afternoon on 23-3-90 at 3.15 p.m. refused the orders of the Sr. Medical Officer, (H&S) conveyed through Sri B. Brahmandam. S & M.I Gr. I to have combined Sanitary Inspection of lunch rooms, canteen of I.O.W. Office, Old Control Offices along with concerned zone incharge, S&M.I Gr. I (Sri B. Brahmanandam). Even though Sri B. Brahmanandam informed specifically that the orders for combined inspection were issued by Sr. Medical Officer (H&S), he bluntly refused the orders and also stated that in future also he will not follow SUM. I. Gr. I in Sanitary rounds. The next allegation is that on 24-3-90 when Senior Medical Officer conveyed through B. Brahmanandam and advised him that he should not refuse the orders of superiors as this comes under in subordination, Sri B. Simha-chalam, Asstt. Health Inspector did not hear him S.M.O. (H&S) and with loud voice said that he was correct and he would never follow the rounds in future also with S&M.I Gr. I. And further challenged the Sr. Medical Officer that nobody could do anything and he was ready to face any type of consequences. Thus, he is in subordinate in carrying out the instructions of the incharge supervisor and the incharge Sr. Medical Officer under whom he is working and negligent towards his legitimate duties. A perusal of the enquiry officer report under Ex. M3 shows that the enquiry officer recorded the statement of two witnesses PW1 Sri B. Brahmanandam S&M-I Gr. I and PW2 Dr. V. Viswanatham Sr. Medical Officer of C.M.O. department and marked two documents P1 and P2. The document No. 1 is the complaint made by V. Brahmanandam to the Chief Medical Officer about the incident. Document No. 2 is the report of the Sr. Medical Officer PW2 to the Chief Medical Officer about the delinquent refusing to follow his instructions. The enquiry officer discussed this evidence on record and also dealt with exhaustively with the evidence of defence witness produced by

the delinquent and came to the conclusion that the delinquent failed to carry out the instructions of the superiors and maintain integrity as required under Regulation (3)(1) of V.P.E. (conduct) Regulations. I do not find any factor vitiating her findings in respect of the two charges levelled against the workman. The representative of the workman referred to her statement in the report that the delinquent has to follow the superiors instructions even though there is no order regarding the combined inspection in the duties and responsibilities of Asst. Health Inspector, and contended that the imported her personal knowledge but I do not find any substance in this argument in view of my reasons given above in dealing with point No. 1. Thus, I find that the findings of the enquiry officer's in this case are based on evidence on record and the same are not vitiated on any grounds. I find this point accordingly.

(9) Point No. 3 : The workman was in the first instance inflicted with the punishment of reducing the pay by three increments for a period of two years with cumulative effect and on appeal this punishment is modified and the punishment was inflicted reducing his pay by two increments only for a period of 2 years only with cumulative effect. The workman challenges the punishment as victimisation alleging that as he stopped deputing department labour to the above witnesses, who spoke against him for working in their houses for personal works, they bore grudge against him and foisted false case and ultimately grave punishment is inflicted on him. But there is no material on record suggesting and supporting this allegation of the delinquent. No such worker is examined by the delinquent to show that these witnesses wanted the department labour to work in their houses and the delinquent refused to send them. Thus, I do not find any substance in this allegation of the workman. Thus, I do not find any circumstances to show that the punishment inflicted on the delinquent is wholly disproportionate and unconscionable suggesting any victimisation and in the circumstances interfering with the said punishment by this tribunal is not warranted. Accordingly, I hold that the punishment inflicted on the delinquent is justified in the circumstances.

(10) Point No. 4 : In view of my findings above on point No. 1 to 3 in favour of the management and against the workman, the workman is not entitled to any relief in these proceedings.

(11) In the result, the reference is answered holding that the action of the Visakhapatnam Port Trust is justified in reducing the pay of B. Simhachalam Asst. Health Inspector by two increments for a period of two years with cumulative effect and the workman is not entitled to any relief. Accordingly Nil Award is passed.

Dictated to steno transcribed by her given under my hand and seal of the court this the 6th day of April, 1996.

G. JAISHREE, Chairman & Presiding Officer

APPENDIX OF EVIDENCE IN I.T.I.D. NO.
16/92(c)

WITNESSES EXAMINED :

FOR WORKMAN : NONE.

FOR MANAGEMENT : NONE.

DOCUMENTS MARKED :

FOR WORKMAN : NIL.

FOR MANAGEMENT :

Ex. M1 : 2-4-90 : Memorandum of charges.

Ex. M2 : Explanation to charges.

Ex. M3 : Enquiry report, along with statements.

Ex. M4 : 16-10-90 : Show cause notice.

Ex. M5 : Explanation to show cause notice.

Ex. M6 : Proceedings of the disciplinary authority.

Ex. M7 : Appeal prepared by the employee to the Chairman, VPT.

Ex. M8 : Proceedings of Appellate authority.

नई दिल्ली, 19 जुलाई, 1996

का.आ. 2372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स फेडरल बैंक लि. के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में लेबर कोर्ट, कोची के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/245/93-आईआरबीआई]
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th July, 1996

S.O. 2372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kochi as shown in the Annexure. In the industrial dispute between the employers in relation to the management of M/s. Federal Bank Ltd. and their workmen, which was received by the Central Government on the 18-7-96.

[No. L-12012/245/93-IRBI]
P. J. MICHAEL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 29th day of May, 1996)

PRESENT :

Shri Varghese T. Abraham, B.A.L.L.M.,
Presiding Officer.

Industrial Dispute No. 3 of 1994(C)

BETWEEN :

The Chairman, The Federal Bank Ltd., Head
Office, Alwaye, Ernakulam-683101.

AND

The General Secretary, Federal Bank Staff
Union, No. 2, Chamoion Bulidings, Bank
Junction, Aluva-683101.

REPRESENTATIONS :

M/s. B. S. Krishnan Associates,
Advocates, Kochi-16. . . For Management
M/s. Ashok B. Shenoy &
Anish V. Hassainar, Advocate
Vattal, Krishnaswamy Road,
Kochi-35. . . For Union

AWARD

The Government of India as per order No. L-12012/245/93-I.R.B.I. dated 31-1-94 referred the following industrial dispute for adjudication :

"1. Whether the action of the management of M/s. Federal Bank Ltd., in imposing the penalty of stoppage of 3 increments with cumulative effect on Shri K. T. Jose, Clerk is legal and justified ? If not, to what relief the workman is entitled ?

2. Whether the action of the management of M/s. Federal Bank Ltd., in not treating the period of suspension from 1987 to the date of dismissal as part of service and denial of all benefits for the period including increments and not treating the period from the date of dismissal to the date of reinstatement on 3-3-92 as part of service and transferring him to Orissa State from Kerala is legal and justified ? If not, to what relief the workman is entitled ?"

2. The workman states up the following case :

The workman Sri K. T. Jose joined the service of the management bank on 4-7-77 as a bankman, in the subordinate cadre. In 1982 he was promoted as Typist Clerk and he was posted at Seethathode branch. In 1983 he was temporarily posted to the head office of the bank at Aluva. While working at Aluva he passed B. A. degree examination from Ranchi University in 1983. As per the awards and Bipartite settlements he was granted the two additional increments for graduation of B.A. Degree certificate,

with effect from 26-10-83. Thus he was getting additional increments for three years. On 12-1-87 the management asked for certain details as to the provisional degree certificate submitted by him on 29-12-83. As per letter dated 27-1-87 he furnished details. On 18-9-87 he was served with a charge sheet alleging that he had misrepresented to the bank that he had passed B. A. Degree examination of Ranchi University and produced bogus certificate and marksheet and obtained two additional increments with effect from 26-10-83. On these allegations he was charged with (i) misrepresentation (ii) doing acts prejudicial to the interests of the bank, (iii) forgery, (iv) knowingly making false documents and (v) dishonesty. He was suspended pending enquiry. He submitted his explanation which was found unsatisfactory. Thereafter an enquiry was conducted by the management by Mr. K. Chandra Babu and Mr. A. Sankarankutty, officers in the P.I.R. department of the bank. He was allowed to be represented by a trade union bank employee. After conducting the enquiry, the enquiry officer submitted his findings holding the charges of (i) misrepresentation, (ii) dishonesty, (iii) doing acts prejudicial to the interest of the bank as proved and that the other connected charges as not proved. Without affording an opportunity of personal hearing, the disciplinary authority imposed the punishment of dismissal with effect from 3-6-91. The suspension period was not to be treated as part of service for computation of service benefits. He preferred an appeal to the appellate authority, which in turn reduced the punishment of dismissal from service without notice to stoppage of three increments with cumulative effect, by transferring the workman, from Kerala State to Bhubaneswar branch in Orissa State, by not treating the period of suspension from 12-1-1987 to the date of dismissal as part of service thereby denying all benefits for the period including increments, and by not treating the period from the date of dismissal to the date of re-instatement on 3-3-1992 as part of service.

3. Thereafter he filed review application. Despite reminders no decision is taken.

4. The action of the management is illegal, arbitrary and unjustifiable. It is unjustifiable in not treating the period of suspension from 12-1-87 to the date of dismissal i.e. 3-6-91 as part of service. Denial of all other benefits is also arbitrary. The transfer of the workman to Orissa from Kerala is illegal, arbitrary and unjustifiable. It is not a bonafide action. The disciplinary proceedings, the charge sheet issued to him, the suspension of his service and all other proceedings thereafter are wholly null and void and without jurisdiction. The disciplinary proceedings are void in toto. The management failed to follow the procedure in clause 19.2 to 19.4 of the Bipartite Settlement dated 19-10-66. The allegations made in the charge sheet constitute an offence in terms of clause 19.2 of the Bipartite Settlement. In such case, the procedure laid down in clause 19.3 had to be followed by the Management. No step has been taken to follow clause 19.3. The disciplinary action is ultra-vires. No disciplinary action could be taken for any penalty imposed on the workman for the charges which are not included in the enumerated misconducts in the Bipartite Settlement. Barring these charges the other charge is doing acts prejudicial to the in-

interest of the bank which falls under clause 19.5. The charge under this clause is vague and of a general nature. The charges are vague and lacks in material particulars. The charge sheet does not reveal as to what documents were forged or which documents were false. Vagueness in the charge impaired the reasonable defence of the workman. No workman can be punished on a vague charge. So the proceedings which follow the charge are also illegal. No impartial enquiry was held. The enquiry officer was biased. Leading questions were indiscriminately put to management witness to elicit pre-concocted answers. Findings are contrary to the evidence. The enquiry officer relied on tutored depositions of the sole management lady officer. She was only a lady probationer who is subordinate to the disciplinary authority. The several points raised by the workman in defence were not at all considered by the enquiry officer and remain unanswered. There is violation of principles of natural justice. He is not given a copy of the enquiry report. No personal hearing was given before inflicting punishment. Stoppage of three increments with cumulative effect imposed on the workman is ultra vires the bipartite settlement. The period of suspension from 12-1-87 upto date of dismissal namely 3-6-91 as not part of service and denial of benefits during these periods, amount to a second punishment for one and the same charge. The action of the management is illegal and invalid. The punishment of transfer to Orissa from Kerala is vindictive, illegal and unjust. This is a 4th punishment for very same charge. For these main reasons, the workman prays for passing an award in the lines stated in pages 13, 14 of the claim statement.

5. The management raised the following defence :

The delinquent workman made a false statement to the effect that he has passed B.A. examination of the Ranchi University and produced false documents in support of the said statement, namely provisional certificate and marklist. Acting upon this representation, the management granted special increments. Subsequently it was found that he has played a fraud upon the management. So he was proceeded against for the said misconduct. He was properly charge sheeted. Departmental enquiry was conducted in full compliance with the principles of natural justice. Accepting the findings of the enquiry officer it was proposed to dismiss him from the service, and opportunity was given to him with regard to the enquiry report and punishment. At that stage the workman obtained restraint order from the Munsiff's Court, Aluva on 22-9-89. That order was vacated on 16-1-91. From 22-9-89 to 16-1-91 he received full wages by way of subsistence allowance. Thereafter disciplinary authority inflicted the punishment of dismissal after giving an opportunity to him for hearing in this regard. He did not file any appeal. But he filed a petition on 7-12-91 to the appellate authority. He admitted his misconducts and pleaded for mercy. He submitted that he shall accept any punishment other than dismissal. Even though the misconduct was grave, considering his admission of guilt, his past record and long years of service a lenient view was taken and he was reinstated in service. The punishment of withholding three increments with cumulative effect was imposed on him. The period kept out of employment from the date of suspension order till the

date of reinstatement was not treated as period spent on duty. So there was no consequential benefits were given to him. He was posted at Bhubaneswar branch as there was vacancy only there at that time. In acceptance of the above order he joined duty and thereafter challenged the action of the management. It is on the basis of specific admission of guilt, his plea for mercy and his offer to accept any punishment other than dismissal, the management passed the above order. After joining duty he turns round and comes forward with untenable claims against the management. The management denied all other allegations. The punishment of barring of three increments with cumulative effect is sustainable. The action of the management in not treating this period out of service as not part of service is legal. In banking industry disciplinary authorities designated authorities. There is no legal bar for acting designatory authority below the rank of appointing authority as disciplinary authority. Rules applicable to the Government servants have no applicability to industrial employees. The management can take disciplinary action or set in motion the criminal proceedings. This is optional. The non prosecuting of the workman before a Criminal Court does not invalidate the disciplinary action. The charges were clear and particular. He understood the charges and properly defended his case. He was furnished with all details and particulars of the charge. Contrary allegations are not true. The initiation of disciplinary action, the charge sheet the enquiry and punishment are legal and they cannot be assailed. The management representative was not a legally trained person. The workman has not requested for any lawyer to be represented by him. The enquiry was fully conducted in compliance with the principles of natural justice. The enquiry officer has properly considered the evidence. He was given a copy of the enquiry officer's report before inflicting punishment. No prejudice is caused to the workman. He was given several opportunities to attend personal hearing which he did not avail. He is not entitled to get any benefits during the period he was out of service due to suspension. The workman has no vested right to get posted at Aluva Branch. The banking industry is an all India Service. The transfer order is legal and valid. Maximum leniency is shown to him. So it is prayed for answering the reference against the workman.

6. The union filed rejoinder reiterating the averments in the claim statement and controverting the defence contentions.

7. In the rejoinder the workman prays for an award for Rs. 50,000/- as compensation for illegal transfer.

8. The enquiry file is marked as Ext. M1. No oral evidence is adduced by the parties.

9. Heard both sides.

10. The points which emerge for consideration are :

- (i) Whether the domestic enquiry held against the workman is legal, valid and proper ?
- (ii) Whether the punishment inflicted on the workman is liable to be interfered with and if so to what extent ? To what all reliefs are the workman entitled to ?

11. Point No. 1 : Though much attack is made against the domestic enquiry held against the workman, no kind of argument is addressed on behalf of the workman with regard the procedural formalities adopted by the enquiry officer. But an onslaught is made against the findings of the enquiry officer. On going through Ext. M1 domestic enquiry file it can be seen that the workman was given more than sufficient opportunity to defend the charge. The charge sheet is also not vague as alleged by the workman. The mere fact that no criminal prosecution is launched against the workman at the instance of the bank will not enable the workman to allege that the enquiry is invalid. Although the allegation levelled in the charge will bring about the commission of an 'offence' as per the settlement it does not make it obligatory on the management to launch prosecution. It is left to the satisfaction of the management or rather to the opinion of the management to launch prosecution. The mere fact that the machinery of criminal law was not set in motion by the management will not mean that the entire domestic enquiry is vitiated by law. The enquiry officer after appreciation of the evidence came to the conclusion that the charges of misrepresentation, dishonesty and doing acts prejudicial to the interest of the bank as proved.

12. It is to be noted that when the punishment imposed on the workman falls short of dismissal, discharge or termination of service by way of disciplinary action, a Labour Court or Tribunal has no jurisdiction to involve the power under section 11A of the I.D. Act. When enquiry is held and when it is shown that the enquiry was conducted in accordance with the principles of natural justice, fair play and common sense, the Labour Court has no power to interfere with the punishment. In the case on hand it can be seen that the domestic enquiry was held in accordance with the principles of natural justice. But if the findings of enquiry officer are perverse, that will be a violation of principles of natural justice and the court can make interference. At the same time it is equally well settled that a Labour Court or Tribunal shall not appreciate the evidence or re-analyse it as that of a court of appeal. A different view may be possible. But appreciation evidence is left to the discretion of the enquiry officer. Even though a different view may be possible a Labour Court shall not disturb the findings unless the same can be treated as perverse. Sitting in the arm chair of a reasonable man, the enquiry officer's findings have to be analysed. The test be applied is whether a reasonable man would in like circumstances enter into such findings as done by the enquiry officer. In the case on hand the enquiry officer analysed all the oral and documentary evidence adduced by the parties. So I have no other go but to agree with enquiry officer that the findings are valid and that the charges are proved.

13. It is also to be noted that the workman was dismissed from service by the disciplinary authority as per the order dated 3-6-91. It can be seen from the letter sent by the workman on 23-4-91 that he was offered a personal hearing and he requested the management to allow him the personal hearing on any day after 24-4-91. Even before that the management as per letter dated 27-3-91 informed the workman that his request for adjournment for hearing on 15-3-91 is adjourned and it was posted to 24-4-91.

The letter dated 14-2-91 will show that his earlier prayer for adjournment of personal hearing was allowed and it was scheduled to be held on 15-3-91. Thus it can be seen that the workman has been adopting dilatory tactics to avoid personal hearing which was offered by the management lavishly. So he cannot be heard to contend that he was not given a personal hearing before inflicting the proposed punishment. So his attack on this ground cannot be sustained. In his letter dated 9-12-91 he admits guilt and prays for mercy in the following words viz :

"I was charge sheeted accordingly and a domestic enquiry was held by the bank. I had duly participated in the enquiry. The enquiry officer recorded a finding holding me guilty of the charges alleged. As such I was dismissed from Bank's service as per order No. PIR/S-9/Regd. 579/91 dated 3rd June, 1991. Presently I am jobless and without a livelihood. I approach you for your mercy. I really regret over my misconduct. I shall accept any punishment other than dismissal. In the above circumstances I pray that I may be reinstated in the bank".

14. The above extracted statement of the workman will show that he has admitted his guilt, prayed for mercy and expressed willingness to accept any punishment other than dismissal. Therefore appellate authority interfered with the punishment earlier granted by the disciplinary authority and gave minor punishment which falls short of dismissal or discharge. After having admitted guilt and prayed for mercy the workman cannot be permitted to assail the punishment inflicted on him. In other words no case shall be permitted to approbate and reprobate. Therefore the contentions raised by the workman have no legs to stand on. Suffice to say that the domestic enquiry held against the workman is legal, valid and proper.

15. Point No. 2 : In the light of the aforesaid findings, I cannot disturb the punishment given to him. The reason is that this is not a case where section 11A of the I.D. Act can be invoked. But Labour Court being a justice Court administering social justice the punishment of withholding increments with cumulative effect is unjustifiable and it deserves to be converted into without cumulative effect. With regard to the legality of transfer no interference can be made since in the rejoinder at para 16 the workman admits that he was transferred to Kadakkad branch at Kollam District and he was brought back to Kerala State in 1995. Point so found.

In the result, the reference is answered holding that the workman holding that the punishment of withholding increment with cumulative effect is unjustifiable and it is converted into without cumulative effect.

Ernakulam,
29-5-1996.

VARGHESE T. ABRAHAM, Presiding Officer
APPENDIX

Exhibits marked on the side of Management :
Ex. M1. Domestic enquiry filed.

नई दिल्ली, 19 जुलाई, 1996

का.आ. 2373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गौड़ ग्रामीण बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-96 को प्राप्त हुआ था।

[संख्या एन-12011/42/94-आईआर बी आई]
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th July, 1996

S.O. 2373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gour Gramin Bank and their workmen, which was received by the Central Government on the 18-7-96.

[No. L-12011/42/94-IRBI]
P. J. MICHAEL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT CALCUTTA

Reference No. 8 of 1996

PARTIES :

Employers in relation to the Management of
Gour Gramin Bank

AND

Their Workmen

PRESENT :

Mr. Justice K.C. Jagadeb Roy, Presiding
Officer

APPEARANCE :

On behalf of Management—None

On behalf of Workman—None

STATE : West Bengal INDUSTRY : Banking
AWARD

By Order No. L-12011/42/94-IR(B.I), dated 26-3-1996 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Gour Gramin Bank in transferring of five office bearers of Gour Gramin Bank

Employees Union and two office bearers of Gour Gramin Bank Employees Congress is justified and legal ? If not, to what relief the said unions are entitled ?”

2. On receipt of the reference case, notice had been issued to the parties to appear on the 2nd July, 1996 before this Tribunal and to file their written statements within the time indicated as well as to file list of documents on which they relied on. When the case is called on 2-7-1996, none had appeared either for the management or the workmen but two letters one of which is dated 10-4-1996 addressed to the Presiding Officer of this Tribunal and another dated 5-6-1996 addressed to the Secretary of this Tribunal which were received by this Tribunal by post were placed for consideration. In both these letters the General Secretary of the Union who was noticed on behalf of the workmen had made a prayer on behalf of the workmen to drop the proceeding.

3. In such view of the matter, since the workmen have no grievance now as made out in their petition dated 10-4-1996 addressed to the Presiding Officer of this Tribunal, I pass this “No Dispute” Award.

The reference is disposed of accordingly.

Calcutta,
The 4th July, 1996

K. C. JAGADEV ROY, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-96 को प्राप्त हुआ था।

[संख्या एन-40012/116/92-आईआर (डी यू)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom and their workman, which was received by the Central Government on 9-7-1996.

[No. L-40012/116/92-IR(DU)]
K. V. B. UNNY, Desk Officer

अनुबंध

नई दिल्ली, 16 जुलाई, 1996

केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई,

उपस्थित

न्यायमूर्ति श्री र.स. वर्मा

पीठासीन अधिकारी

संदर्भ संख्या सी. जी. आई. टी.-1/66/1993
 टेलिकम डिस्ट्रिक्ट इंजीनियर के प्रबंधक के संबंध
 में नियोजक

और

उनके कर्मकार

उपस्थिति :-

प्रबंधक के लिये; श्री कोई नहीं
 कर्मकार के लिये—श्रीमति ज्योति नामदेव राजपुरे
 राज्य : महाराष्ट्र
 जिल्ला : नागपुर
 नागपुर, दिनांक 17 जून, 1996

पंचाट

श्रीमति ज्योति नामदेव राजपुरे व्यक्तिगत उपस्थित।
 निम्न विषय इस अधिकरण के विचारार्थ सौंपा गया

“Whether the letter No. G-112|CHA|91-92|
 8 dated 5-10-91 issued by Telecom Dis-
 trict Engineer, Chandrapur in terminat-
 ing the services of Smt. Jyoti Namdeo
 Rajpure from 6-10-91 when she was
 under pregnancy.

श्रीमती राजपुरे की तामिल 03-11-93 के लिये
 हो गई थी अगर उन्होंने अपना लिखित क्लेम पेश नहीं
 किया। आज भी वे कोई लिखित क्लेम प्रस्तुत नहीं
 कर रही। मौखिक रूप से उन्होंने बताया कि उन्होंने कुल
 6 माह नौकरी की। उनका कहना है कि उन्हें लिखित
 नियुक्ति पत्र नहीं दिया गया। लेकिन उनका सेवाये लिखित
 आदेश दि. 05-10-91 द्वारा 06-10-91 से समाप्त
 कर दी गई।

मेरी राय में जब सेवा समाप्ति के पूर्व एक वर्ष
 में श्रमिक ने 240 दिन निरंतर सेवा नहीं की है, तो
 फिर उनकी सेवा समाप्ति को अवैध नहीं कहा जा सकता
 और वे किसी राहत की पात्र नहीं हैं। इसी प्रकार पंचाट
 पाठित किया जाता है।

र.स. वर्मा, पीठासीन अधिकारी

का.आ. 2375.—औद्योगिक विवाद अधिनियम 1947
 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय
 सरकार दूर संचार के प्रबंधन के संबंध नियोजकों और
 उनके कर्मकारों के बीच अनुबंध में निदिष्ट औद्योगिक
 विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1,
 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय
 सरकार को 9-7-96 को प्राप्त हुआ था।

[संख्या एल-40012/115/92-आई आर (डी यू)
 के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2375.—In pursuance of Section 17 of the
 Industrial Disputes Act, 1947 (14 of 1947), the
 Central Government hereby publishes the award of
 the Central Government Industrial Tribunal,
 No. 1, Mumbai as shown in the Annexure, in the
 Industrial Dispute between the employers in rela-
 tion to the management of Telecommunication
 and their workman, which was received by the
 Central Government on 9-7-1996.

[No. L-40012|115|92-IR(DU)]
 K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL NO-1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer

Reference No. CGIT-1|83 of 1993

PARTIES :

Employers in relation to the management of
 District Telecom Manager, Nagpur

AND

Their Workmen

APPEARANCE :

For the Management—M. A. Nasre, Advo-
 cate

For the Workman—Shri Ajay V. Bobde,
 workman

INDUSTRY : Telecommunication

STATE : Maharashtra. CAMP : Nagpur

Nagpur, dated the 17th day of June, 1996

AWARD

Shri Ajay V. Bobde workman in person.

Shri M. B. Nasre, Advocate for management.

Shri Nasre has submitted his authority. The same
 is taken on record. The dispute pertains to Tele-
 com, Deptt. Telecom services, according to latest

judgment of the Supreme Court are welfare activities in discharge of sovereign functions of the state, hence such an activity is not an industrial activity. Kindly see Sub-Divisional Engineer and ors. vs. Theyyan Joseph etc. Civil Appeal No. 3385 of 1996 decided on 2-2-96. For this reason, the dispute is no more adjudicable by the state. The reference is not competent and is rejected as incompetent.

R. S. VERMA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार के प्रबंधन के संबंध में निबंधों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-96 को प्राप्त हुआ था।

[संख्या एल-40012/118/94-आईआर(डीयू)
क.वी.बी. उन्नी, डेस्क अधिकारी]

New Delhi, the 16th July, 1996

S.O. 2376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecommunication and their workman, which was received by the Central Government on 11-7-1996.

[No. L-40012/118/94-IR (DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 MUMBAI
PRESENT :

Shri S. B. Panse, Presiding Officer.
Reference No. CGIT-2/23 of 1995

Employers in relation to the management of
Telecom

AND

Their Workmen.

APPEARANCES :

For the Employer—Mr. S. R. Jadye Representative.

For the Workmen—Mr. M. S. Chaudhari Representative.

Mumbai, the 26th June, 1996

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/118/94-IR (DU) dated 27-10-95, had referred to the following industrial dispute for adjudication.

“Whether the action of the management of Coaxile Cable Project D/o Telecommunication in retrenching the services of Shri Bhaurao Baburao Durao with effect from 31-8-1986 is justified or not? What relief should be granted?”

2. The workman Bhaurao Baburao Gurao contended that he worked as a daily rates labourer during the period from 7-3-1983 to 31-8-86 under the Assistant Engineer Coaxial Cable Project Bombay. He is the subordinate authority of the respondent. He worked continuously for 818 days in the said period. On 1st September, 1986 the Asstt. Engineer Coaxial Cable Project Bombay retrenched him orally. There was no compliance of Section 25-F of the Industrial Disputes Act.

3. On 7-6-90 the Chief General Manager Telecom Maharashtra Circle Bombay issued guide lines in respect of conferring temporary status on eligible casual labourers. On the basis of the said circular the workman is entitled for the status of temporary labourer. He was also not asked by any notice by the respondent regarding his absence from duty. The service of the workman was unblemished. His termination is without any justification. The worker prayed that he may be reinstated in service w.e.f. 1-9-86 with continuity alongwith all back wages.

4. The Respondent resisted the claim by the written statement Exhibit 18. It is averred that the worker himself left the job w.e.f. 1-9-86. Under such circumstances there is no question of application of Section 25-F of the Industrial Disputes Act. It is averred that the scheme which is introduced for absorption and for granting of temporary status relates to the workers who were currently employed and not like the present worker. It is averred that the order dated 7-11-89 issued by Chief General Manager, Telecom is not applicable to the worker. It is averred that the applicant after remaining absent from 1-9-86 approached the Assistant Commissioner, Mumbai somewhere in January or February 1993 i.e. after a lapse of six years. The conciliation ended in failure in May 1993. The absence is for more than one year and it cannot be condoned. It is averred that there is no violation of the any of the provisions of the Industrial Disputes Act. For all these reasons it is submitted that there is no merit in the case of the worker and the reference may be disposed off accordingly.

5. The workman filed a rejoinder at Exhibit-9. He reiterated his contention in the Statement of claim and denied the case of the respondent which is tried to be made out in the Written Statement.

6. The issues that all for my consideraion and my findings there on are as follows :

ISSUES	FINDINGS
1. Whether the Tribunal had jurisdiction to entertain the reference ?	No
2. Whether the action of the management of Coaxial Cable Project, D.O. Telecom- munication in retrenching was the services of Shri Bhaurao Baburao Gurao w.e.f. 31-8-86 but he is justified or not ?	Does not sur- vive. If sur- vives, he not ret- renched himself re- mained absent from duty.
3. If not, what relief he is entitled to ?	Does not survive.

REASONS

7. At the time of the argument the representa- tive of the respondent submitted that in view of the recent Judgement in Theyyam Joseph 1996(2) Supreme 487 the Telecom is not an industry and hence the Tribunal has no jurisdiction to decide the reference. So far as this authority is concern- ed it was brought to the notice of the representa- tive of the worker, but it appears that he had de- cided not to argue on this matter.

8. At the outset it must be mentioned that in the written statement there is no contention so far as the jurisdiction is concerned. But this issue being a vital issue it was allowed to be agitated at the time of the argument and giving full opportu- nity to the worker. It is not the case of the rep- resentative of the worker that on this issue he wants to lead any evidence. Under such circumstances I find that no prejudice is caused to the worker by considering the issue of jurisdiction at the final stage.

9. In Joseph's case when Their Lordships were discussing issue in relation to Extra Departmental State in the Postal Department they observed "India as a sovereign socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principle of State Policy enjoin on the State diverse duties under Part IV of the constitution and the performance of the duties are constitutinoal func- tions. One of the duty of the State is to pro- vide telecommunication service to the general public and an amenity and so is one essentail part of the sovereign functions of the State as a welfare state. It is not, therefore an industry.

10. The word Telecommunication means com- munication over a distance by cable, Telegraph, Telephone and broadcasting. The work which is carried out by respondent clearly falls in the mean- ing of Telecommunication. The position which is carried out by the respondent is telecommuni- cation. On the basis of the ratio in the said authority the respondent is not an Industry. As it is not an industry the claim of Gurao that he is a worker and the provisions of the Industrial Disputes Act are applicable to him has no merit. The issue is answered accordingly.

11. For the sake of argument if it is found that the findings on Issue No. 1 is incorrect I proceed to answer the remaining issues. Bhaurao Gurao (Exhibit-11) affirmed that he worked continuous- ly as a daily rated worker for the period from 7-3-83 to 31-8-86. The period comes to 818 days. So far as the period and continuous work for more than 240 days is concerned S. R. Jade (Exhibit-14), Assistant General Manager and the respondent had no dispute. In other words he had complied the requisite condition of working more than 240 days in a year prior to 1985. In normal course in such a situation he would have been directed to be reinstated but there are circum- stances which goes against him, which lear to latches. It is the case of the respondent that the worker himself left the job on 1-9-86. Bhaurao in his cross-examination affirmed that he left the work on 1-9-86 and for the first time complained to the Labour Commissioner in 1993. As he him- self left the job the plea which is taken by the worker that he was retrenched and there was no compliance of section 25 F of the Industrial Dis- putes Act has no merit.

12. Mr. Choudhary, the Learned Representa- tive of the worker on the basis of the circular issu- ed by the department tried to submit that it was the duty of the authorities to issue a notice to the worker asking him, why he is not attending the duty. It appears that no such notice was given in this matter. In normal course when a person is retrenched he goes on meeting the officers and requesting them to give him the employment. Leaving aside that here the worker himself with- drew himself from the duty, for the best reason known to him. He then kept idle. Then he ap- proached the authorities for the first time in 1993, i.e. after a lapse of six years. There is no explana- tion on behalf of the worker why he did not ap- proach the authorities earlier. It is admitted posi- tion that now he has a job and is working at Territorial Army at Dewlali camp. He is there for four years. All these facts clerly go to show that there is no fault of respondent and the worker is not at all in need of the employment nor he is entitled to. He gets an honorarium in his job. For all these reasons I record my findings on the issues accordingly and pass the following order :

ORDER

अधिनिर्णय :

The Tribunal had no jurisdiction to decide the reference.

The reference is disposed off accordingly.

S. B. PANSE, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पी.एण्डटी. के प्रबंधन के संबद्ध निवृत्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-96 को प्राप्त हुआ था।

[संख्या एल-40012/87/88-डी 2(बी)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of P&T and their workman, which was received by the Central Government on 11-7-96.

[No. L-40012/87/88-DZ(B)]
K. V. B. UNNY, Desk Officer

अनुबंध

न्यायाधीश औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा/रा)
निर्देश प्रकरण क्रमांक: ओ.न्या. (केन्द्रीय) 12/90
दिनांक: स्थापित: 23-5-90

: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश
सं. एल-40012/47/88-डी-2(बी) दि. 27/7/89
औद्योगिक विवाद अधिनियम, 1947

मध्य

लालचन्द पत्र मोहन लाल शर्मा.

राजपुरा बार्ड नं. 12, वारां

प्रार्थी श्रमिक

एवं

डिविजन इंजीनियर (टेलीग्राफ)

पी. एण्ड टी., कोटा

प्रतिपक्षी नियोजक

उपस्थित

श्री आर. के. चाचान आर. एच. जे. एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि: श्री एन. के. निवारी
प्रतिपक्षी नियोजक की ओर से प्रतिनिधि: श्री एच. एस. गान्गा
अधिनिर्णय: दिनांक 23-5-96

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बंधित किया जाएगा) की धारा 10 (1)(क) व सपटित उपधारा (2-7) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है—

"Whether the action of the management of Divisional Engineer, Telegraph in termination the services of Sh. Lal Chand w.e.f. 31-5-88 is justified? If not, to what relief he is entitled to?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्ट्रार किया गया व पक्षकारों को सूचना भिजवाई गयी। प्रार्थी श्रमिक लालचन्द की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में तथ्य इस प्रकार अंकित किये गये हैं कि प्रार्थी को डिविजनल इंजीनियर (टेलीग्राफ) पी. एण्ड टी. कोटा) से तदुपरान्त "प्रतिपक्षी नियोजक" से सम्बंधित किया जावेगा) के द्वारा दि. 1-12-82 से आकस्मिक श्रमिक के पद पर नियोजित किया व इसके बाद प्रतिपक्षी ने प्रार्थी को पत्र दि. 18-12-83 के द्वारा दैनिक मजदूर के पद पर चयनित किया। प्रार्थी दि. 1-1-85 से बीमा हो गया, प्रतिपक्षी नियोजक को समय-समय पर अवकाश के प्रार्थना-पत्र पेश किए। प्रार्थी 2/2/38 तक बीमार रहा व 3-2-88 को फिटनेस प्रमाण-पत्र के साथ ड्यूटी पर उपस्थित हुआ जिस पर नियोजक ने प्रार्थी को ड्यूटी पर ले लिया। परन्तु दि. 23-5-88 से प्रतिपक्षी नियोजक ने प्रार्थी को अचानक बिना कोई कारण बताये व बिना किसी पूर्व सूचना के नौकरी से निकाल दिया। इस प्रकार प्रार्थी ने प्रतिपक्षी नियोजक के यहाँ 1-12-82 से 22-5-88 तक निरन्तर कार्य कर 240 दिन से अधिक समय तक कार्य किया है परन्तु उसे नौकरी से निकालने के समय अधिनियम की धारा 25-एफ के प्रावधान अन्तर्गत एक माह का नोटिस अथवा नोटिस बेटन व छुट्टी का मश्रावजा नहीं दिया गया और न प्रस्तावित किया। प्रतिपक्षी नियोजक की ओर से प्रार्थी को नौकरी से निकालने के बाद बरिष्ठता सूची का प्रकाशन भी नहीं किया गया व उसने कनिष्ठ मुखदेव आदि कई श्रमिक उसे सेवा से निकालने के समय नियोजन में मंजूर थे। प्रार्थी को सेवा हटाने के बाद कई नये श्रमिक नियोजित किये गये परन्तु प्रार्थी को पुनः नियोजन का अवसर नहीं दिया गया। अतः प्रार्थी को सेवा से निकाला जाना अर्थात् अन्यायपूर्ण घोषित कर पिछले सम्पूर्ण बेटन व सेवा के समस्त लाभों सहित पुनः सेवा में वहाल किया जावे।

3. प्रतिपक्षी नियोजक की ओर से जवाब प्रस्तुत कर कहा गया है कि प्रार्थी को अस्थाई तौर पर दैनिक बेटन पर रखा गया था। प्रार्थी ने तीन साल के बाद बीमारी का कारण बताकर अनुपस्थिति की माफ करने का प्रार्थना-पत्र पेश किया जिसे प्रतिपक्षी ने अस्वीकार कर दिया। प्रार्थी ने आकस्मिक श्रमिक के रूप में कुछ दिन कार्य करके 23-5-88 से स्वतः कार्य पर आना बन्द कर

दिया था। प्रार्थी को प्रतिपक्षी द्वारा सेवा पृथक नहीं किया गया। प्रार्थी कानूनन नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा प्राप्त करने का अधिकारी नहीं था। प्रार्थी अन्य कोई लाभ प्राप्त करने का अधिकारी नहीं है, अतः क्लेम खारिज किया जावे।

4. प्रार्थी लालचन्द ने अपना पण्यपत्र प्रस्तुत किया है जिससे नियोजक प्रतिनिधि ने जिरह की है। प्रतिपक्षी नियोजक की ओर से कोई माध्य पेश नहीं की गयी है। बहान अन्तिम मुनी गयी व पत्रावली का अजलोकन किया गया।

5. प्रार्थी के विद्वान प्रतिनिधि ने यह वहुस की है कि प्रार्थी ने प्रतिपक्षी के यहां 1-12-82 से 18-12-83 तक कार्य किया था परन्तु उसके बाद 1-1-85 से 2-2-88 तक बीमारी होने के कारण अनुपस्थित रहा। प्रार्थी द्वारा 3/2/88 को फिटनेस प्रमाण-पत्र के साथ ड्यूटी पर रहा। परन्तु उसे 23-5-88 के बाद नौकरी से निकाल दिया गया। स्वीकृत रूप से प्रार्थी ने प्रतिपक्षी के यहां 1-12-82 से 18-12-82 तक निरन्तर रूप से कार्य करके 240 दिन से अधिक समय तक कार्य किया था इसलिए प्रतिपक्षी का यह कर्त्तव्य था कि प्रार्थी को अधिनियम की धारा 25-एफ की पालना में नोटिस वेतन अथवा नोटिस व छंटनी का मुआवजा देता एवं प्रार्थी के बीमारी होने के बाद जब उसे 3-2-88 को ड्यूटी पर रखा गया व 23-5-88 को नौकरी से निकाला गया तो कोई कारण नहीं बताया गया व कोई जांच नहीं की गयी जो अवधि है।

6. प्रतिपक्षी के विद्वान प्रतिनिधि ने जहां तक प्रार्थी की सेवावधि 1-12-82 से 18-12-83 का प्रश्न है, उसमें कोई विवाद नहीं किया है व दौगन वहुस यह भी स्वीकार किया है कि प्रार्थी प्रतिपक्षी के यहां 3/2/88 को बीमारी का फिटनेस प्रमाण-पत्र लेकर उपस्थित हुआ था, इसको ड्यूटी पर लिया गया एवं 22-5-88 तक उससे कार्य लिया गया। फिर जांच करने पर उसका प्रमाण-पत्र सही नहीं पाया गया इसलिए 23/5/88 से प्रार्थी को नौकरी पर नहीं लिया।

7. प्रार्थी ने अपनी माध्य में कहा है कि उसने प्रतिपक्षी के यहां 1-12-82 से 18-12-88 तक निरन्तर रूप से कार्य करके 240 दिन से अधिक समय तक कार्य किया व उसके बाद 1-1-85 से 2/2/88 तक बीमारी रह जिसकी सूचना प्रतिपक्षी नियोजक को प्रार्थी ने काफी समय तक दी। प्रार्थी टी.बी. जैसे भयानक रोग से पीड़ित था।

प्रार्थी को फिटनेस प्रमाण-पत्र पेश करने पर 3-2-88 से ड्यूटी पर लिया गया व तीन माह करने के बाद नौकरी से निकाल दिया गया। इस साध्य के विपरीत प्रतिपक्षी की ओर से कोई साध्य प्रस्तुत नहीं की गयी तथा प्रतिपक्षी के विद्वान प्रतिनिधि का यह कथन कि प्रार्थी का प्रमाण-पत्र बीमारी का सही नहीं पाया गया, सही नहीं माना जा सकता क्योंकि इस प्रकार के किसी लिखित आदेश से प्रार्थी को अवगत नहीं कराया गया। प्रतिपक्षी का यह दायित्व जब प्रार्थी को बीमारी के आधार पर फिटनेस प्रमाण-पत्र

पेश करने पर 3-2-88 से ड्यूटी पर लिया गया एवं 22-5-88 तक ड्यूटी पर रखा तो ऐसी स्थिति में यदि प्रार्थी द्वारा पेशशुदा बीमारी का प्रमाण-पत्र या दस्तावेज सही नहीं था तो प्रार्थी को जांच का अवसर देकर ही नौकरी से निकाला जाना चाहिये था। इस प्रकार प्रार्थी ने प्रतिपक्षी के यहां 1-12-82 से 18-12-83 तक स्वीकृत रूप में निरन्तर कार्य किया है और इस अवधि में उसने 240 दिन तक अधिक कार्य किया है जो उसको माध्य में साबित है, अतः प्रार्थी को जो सेवा से निकाला गया है वह उचित एवं वैध माने जाने योग्य नहीं है और वह पुनः सेवा में, सेवा की निरन्तरता सहित लिये जाने का अधिकारी घोषित होने योग्य है। जहां तक प्रार्थी के बीमारी की अवधि के वेतन का प्रश्न है, प्रतिपक्षी नियमानुसार उक्त अवधि का वेतन प्रार्थी द्वारा पेशशुदा बीमारी के दस्तावेज को देखकर यदि उसका कोई अवकाश बकाया है तो सदैवतनिक अन्यथा बिना वेतन के अवकाश स्वीकृत कर सकेगा व इसके बाद नौकरी से हटाये जाने के दिन से पुनः सेवा में लिये जाने के दिन तक का पिछला 50% वेतन दिलाया जाना न्यायोचित्य समझा जाने योग्य है।

8. उपरोक्त सम्पूर्ण श्रवचन के आधार पर भारत सरकार, धर्म भेतालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रार्थी को प्रतिपक्षी नियोजक डिबिजनल इंजीनियर (टैलीग्राफ) पी.एण्ड टी. कोटा द्वारा सेवा में हटाना उचित एवं वैध नहीं है, फलस्वरूप वह पुनः सेवा से, सेवा की निरन्तरता सहित लिये जाने का अधिकारी घोषित किया जाता है। जहां तक प्रार्थी के बीमारी की अवधि के वेतन का प्रश्न है, प्रतिपक्षी गत अवधि का वेतन प्रार्थी द्वारा पेशशुदा बीमारी के दस्तावेज को देखकर यदि उसका कोई अवकाश बकाया है तो सदैवतनिक अन्यथा बिना वेतन के अवकाश स्वीकृत करेगा व इसके बाद नौकरी से हटाये जाने की तिथि से पुनः सेवा में लिये जाने की विधि तक पिछला 50% वेतन प्रतिपक्षी से प्राप्त करेगा।

इस अधिनियम को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

आर.के. चावान, न्यायाधीश

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2378 - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दूर संचार के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के चंचल को प्रकाशित करती है, जो केन्द्रीय सरकार, को 9-7-1996 को प्राप्त हुआ था।

[संख्या एन-40012/265/91-आईआर (डीयू)]

के.वी.डी. उणी, डैस्क अधिकारी

New Delhi, the 16th July, 1996

S. O. 2378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecommunication and their workman, which was received by the Central Government on 9-7-96.

[No. L-40012/265/94-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer
Reference No. CGIT-1/9 of 1993

PARTIES :

Employers in relation to the management of
Deptt. of Telecommunication, Pune.

AND

Their workmen

APPEARANCES :

For the Management.—No appearance.

For the Workman.—Shri M. B. Anchan,
Advocate.

STATE :

Maharashtra.

Mumbai, the 25th June, 1996

AWARD

Shri M. B. Anchan for workman.

Heard him. In view of the judgment of the Supreme Court in Civil Appeal No. 3385/86 of 1996 with connected appeals, decided on 2-2-96 —Sub Divisional Inspector of Post Vaikam another vs. Theyyan Joseph etc., 'telecom' deptt. does not run an industry but discharges sovereign functions of the Central Government. Hence, this reference is not competent and can not be adjudicated upon by the Tribunal. Hence, the same is rejected.

R. S. VERMA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इन्स्टीट्यूट आफ रोडट्रांसपोर्ट के प्रबंधन के संबंध निदेशकों और उनके कर्मचारों के बीच, अनुबंध 1862 GI/96—10.

में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1 मुंबई, के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-96 को प्राप्त हुआ था।

[संख्या एल-42012/38/90-आई आर (डी यू)]
के.वी.बी. उण्णो, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2379.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Institute of Road Transport and their workman, which was received by the Central Government on 9-7-1996.

[No. L-42012/38/90-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer
Reference No. CGIT-5 of 1991

PARTIES :

Employers in relation to the management of
Central Institute of Road Transport,
Pune.

AND

Their workmen

APPEARANCES :

For the Management.—Shri A. S. Peerzade.

For the Workman.—No appearance.

INDUSTRY :

Road Transport

STATE :

Maharashtra.

Mumbai, the 1st July, 1996

AWARD

The union or the workman have not put in appearance inspite of service of notice. Shri A. S. Peerzada for the management. Since the union or the workman is not present. I have no alternative but to proceed ex parte in the matter. Heard Shri Peerzada in details. The appropriate Govt. referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of CIRI Pune in denying promotion to Shri P.V. Bhosale, skilled helper to the post of Artisan B and giving promotion to his junior workman is justified? If not, to what relief the concerned workman is entitled to?”

2. There is an admitted position before me that workmen Junior to the workman Shri P.V. Bhosale have been promoted, superseding him. The justification advanced is his consistent absenteeism and poor performance over the years and ample documentary evidence has been placed on record to show these facts.

3. I may state that promotion is not a birth right of a workman. His promotion depends upon his performance. In the present case, I find that management has amply justified why the workman Shri Bhosale was not found fit for promotion to the higher post. (1) He was served with a memo dated 17-12-81 show frequent absenteeism on his past. (2) He refused to accept an official communication sent to him for which he was issued memo dated 15-10-84 (3) Prior to this, he was issued a memo for inefficiency dated 24th April, 1984. (4) He was found not using prescribed safety devices and was advised to do so in future by memo dated 12th March, 1984 (5) His functioning was not found satisfactory vide memo dated 28-1-1983 (6) His superior Shri Barjatya found him negligent vide report 9-4-1984 (7). He was not recommended for promotion by his immediate superior. (8) His functioning was found deficient by office note dated 9-2-1984.

4. There is nothing to show that these assessments were not fair proper or just.

5. The workman made a grievance of the fact that he belonged to Scheduled Caste and roaster was not maintained. This is obviously besides the point and a thoroughly useless workman can not claim to be promoted to a higher post, on the sole ground of his belonging to the Scheduled Caste.

6. In the aforesaid premises, I find that the workman and the union have failed to show that non-promotion of the workman and promotion of his juniors to a higher post was unjustified or improper. The claim of the union is rejected *exparte* and an *exparte* award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.आ. 2380—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड के प्रबंधन के के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न. 1, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-96 को प्राप्त हुआ था।

[संख्या एल-40012/34/92—आईआर (डीयू)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2380.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of MTNL and their workmen, which was received by the Central Government on 9-7-1996.

[No. L-40012/34/92-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.
Reference No. CGIT-1/8 of 1993

PARTIES :

Employers in relation to the management of
Mahanagar Telephone Nigam Limited,
Mumbai.

AND

Their workmen.

APPEARANCES ;

For the Management—Shri S. R. Rajguru.
For the Workman—Shri M. B. Anchan.

Advocate.

STATE :

Maharashtra

AWARD

Mumbai, the 24th June, 1996

Shri Rajguru submit that in view of the recent Supreme Court Judgment reported in 1996 (2) S.C.C. 487 Sub Divisional Inspector of Post Vaidam vs. Theyyan Joseph etc. this dispute does not survive, as it is not an industrial dispute and the reference be rejected on this short point.

Shri M. B. Anchan submits that firstly the judgment in question does not apply to M.T.N.L., secondly the Apex Court did not consider the earlier case viz. Bangalore Water Supply and Sewerage Board (1978) Lab. I.C. 467 and the Bombay High Court case in Hospital Mazdoor Sabha vs. State of Bombay (1957) 1 LLJ 55.

I have considered the rival contentions. This is true that the Sub Divisional Inspector (Supra) does not refer in terms of M.T.N.L. But, the Bombay High Court in Bombay Telephone Canteens Employees Association (Civil Appeal No. 988 of 1988

in Writ Petition No. 1721 of 1988 decided on 14th October, 1988) has taken a categorical view that MTNL is only an agent of the Central Government.

This is true that Sub Divisional Inspector (Supra) has not referred to the cases relied upon by Mr. Anchan. But, to my mind, the latest Judgment of the Apex Court, directly on point, is binding on me. To my mind, in view of the said judgment, the telephone industry is not an 'industry' for purposes of the I.D. Act and the dispute no longer survives as an industrial dispute, thus, the reference is bad in law and is rejected as incompetent.

R. S. VERMA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का.प्र. 2381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार के प्रबंधन के संबंध में निधोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न. 2 मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-96 को प्राप्त हुआ था।

[संख्या एल-40012/119/94-आईआर(डीयू)]
के.वो.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2381.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom and their workman, which was received by the Central Government on 11-7-96.

[No. L-40012/119/94-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/22 of 1995

Employers in relation to the Management of
Telecom.

AND

Their Workmen

APPEARANCES :

For the Employer.—Mr. S. R. Padye Representative.

For the Workman.—Mr. M. S. Chaudhari Representative.

Mumbai, dated 26th June, 1996

1862 GI/96—11.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-40012/119/94-IR(DU) dated 30-10-95 had referred to the following Industrial Dispute for adjudication :—

“Whether the action of Chief General Manager Coaxial Cable Project, Phoenix Mill compound in retrenching the service of workman Shri M. K. Gaikwad w.e.f. 1-6-1991 is justified ? If not, to what relief should be granted ?”

2. M. K. Gaikwad, the worker pleaded that he worked as daily rated workman for 273 days between 1-9-88 to 31-5-89 under Assistant Engineer Coaxial Cable Project Bombay. He worked at Dhule. On 1st June 1989. He was orally retrenched, by Assistant Engineer Coaxial Cable Project Bombay. While retrenching him there was no compliance of the provisions of the Industrial Disputes Act of 1947.

3. The worker was then appointed on 1-11-90 by Assistant Engineer Optical Fibre Cable Project, Bombay. He continuously worked for 212 days i.e. up to 31-5-91. In that period he worked at Igattpuri in Nasik District.

4. Mr. Obrar Ahmed Assistant Engineer Optical Fibre Project Bombay issued a letter dated 31-1-91 calling the workman to produce his employment particulars. Accordingly the particulars were produced by the workman. But in fact those particulars are maintained by the respondent.

5. It is contended that at present the workman is employed and now the work is entrusted to a private contractor by the respondent violating section 25(H) of the Industrial Disputes Act of 1947. It is averred that the retrenchment of the workman is illegal and void ab-initio. He is to be declared in continuous duty period from 1-6-89 to 31-5-91. It is averred that the respondent is working in a functional unit of the Telecom department. Hence the guidelines issued by the Chief General Manager, Maharashtra Circle Bombay are applicable to them. It is prayed that the workman may be reinstated in service w.e.f. 1-6-91, and he may be directed to be paid back wages for the period from 1-6-89 to 31-10-90 and from 1-6-91 till its reinstatement.

6. The management resisted the claim by the written statement Exhibit-8. It is averred that the workman left the job on his own w.e.f. 1-6-89. It is submitted that the workman can not be considered as in continuous service for 240 days, as is contemplated under section 25 B of the Act. He served 122 days during 1988 and 151 days in 1989. It is pleaded that the worker himself left the job. It is therefore there was no questions of compliance of section 25F and other provisions of the Industrial Disputes Act of 1947. It is pleaded that there is no application of section 25 B of the Industrial Disputes Act in the present reference. It is submitted that the circulars which is issued by he superiors has no application in the present matter. It is averred that the workman is not entitled to any of the reliefs.

7. The workman filed a rejoinder at Exhibit-10. He reiterated his contention in the statement of claim and denied the case of the respondent which is tried to be made out in the writing statement.

8. The issues that fall for my consideration and my findings there on are as follows:—

Issues	Findings
Whether the Tribunal had jurisdiction to decide the reference?	1. No.
2. Whether the action of the Chief General Manager Coaxil and Cable Project, in retrenching the services of the workman Shri M.K. Gaikwad w.e.f. 1-6-91 is justified?	Does not survive. If survives, not justified.
If not, to what relief he is entitled?	Does not survive. If survives entitled to re-instatement without any back wages.

REASONS

9. The Learned Representative of the Respondent place reliance on Theyyam Joseph's case 1996 Supreme 487 contending that Respondent is not an industry. It is therefore, the Tribunal had no Jurisdiction. This authority was brought to the notice of the representative of the worker. But it appears that he had decided not to think over the matter. I may mention it here that in the written statement there is no plea that the Tribunal had no jurisdiction to decide the reference. This plea is taken at the time of argument. It is not that the workman was not made aware of this. Infact he was informed regarding the said authority asked to submit his argument over this. But he had not argued on it.

10. In the above said authority Their Lordships were discussing the question in respect of Extra Departmental staff in the postal department. They have observed "India as a sovereign, socialist, secular, democratic republic has to establish egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order and is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State is to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

11. Telecommunication means communication over a distance by cable, telegraph, telephone or broadcasting. The work which is carried out by the respondent clearly falls in the meaning of telecommunication. In the result the respondent cannot be called as an industry. The result is that the applicant cannot be called as worker and the claim which he tried to place on the basis of the provisions of the Industrial Disputes Act of 1947 fails down. The result is that the Tribunal no jurisdiction to decide the reference.

12. For the sake of argument if its stated that the above said findings is incorrect I proceed to answer the remaining issues.

13. Ganesh G. (Exhibit-13) affirmed that he worked as a daily rated workman for 273 days continuously for the period from 1-9-88 to 31-5-89 under the Assistant Engineer Coaxial Cable Project. This position is not in dispute. It is tried to argue that the working days has to be seen of the year 1988 and of the year 1989. If that is seen he cannot be called as in continuous service for 240 days in a year. This interpretation is incorrect. As there is no dispute of 23 working in the above said period it has to be said that the worker was in continuous service in a year for more than 240 days.

14. Gaikwad affirmed that he was retrenched on 1-6-89 without giving one months notice nor any compensation contemplated under the Industrial Disputes Act of 1947. What is tried to bring on the record from the Testimony of Jade (Exhibit-15) that the worker left the job on his own accord then there was no need for him to again join cord then there was no need for him to again join the duties on 1-11-90. It is not in dispute that he worked again from 1-11-90 to 31-5-91 i.e. for 212 days. This clearly supports the case of the workman. It is common knowledge that previously the casual labourers were discontinued from time to time because the authorities were not allowing to engage them as per the circulars.

15. It is not in dispute that in the conciliation proceeding the case of the worker cannot be considered as there was a gap of one year. He cannot be said to be at fault. It appears that the case of the respondent is that they are not in a position to consider that break and the higher authorities are competent to do so. Therefore the matter cannot be settled. Looking to the different circulars on the record it reveals that there is scheme giving temporary status to the casual labourers who were continuously working in a year. It can be also seen that the case of all these workers falls in that category. It is not in dispute that the work which the worker used to do is still there and its being carried out by others. There was no reason for retrenching the worker. Admittedly he was not given

one month notice nor any compensation as contemplated under the provisions of the Industrial Disputes Act at the time of retrenchment. As this is so the retrenchment is void ab-initio.

16. Gaikwad affirms that Suryavaunshi was his neighbour. He asked him to join the job. He gave the application

17. He admits that before joining the job and after retrenchment he is working as a sales man in a medical shop. In other words he is gainfully employed. As this is so even though he is directed to be reinstated in service he will not be entitled to any back wages. In the result I record my findings on the issues accordingly and pass the following order :—

The Tribunal has no jurisdiction to decide the reference.

The reference is disposed of accordingly.

S. B. PANSE, Presiding Officer

ई दिवस, 16 जुलाई, 1996

क्र. प्रा. 2382-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, केन्द्रीय सरकार एयर पोर्ट के प्रबंधन के संबंध में निोजकों और उनके निकायों के बीच, अग्रिम में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, नं. 1 मुम्बई के पंचयत को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-96 को प्राप्त हुआ था।

[क्र. प्रा. 42011/69/90-आई आर (ड. 1)]
के. वी. बो. उष्ण, ईस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2382.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air Port and their workman, which was received by the Central Government on 9-7-1996.

[No. L-42011/69/90-IR(DU)]
K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

SHRI S. B. PANSE

PRESIDING OFFICER

REFERENCE NO. CGIT-2/8 OF 1993.

(Old Ref. No. CGIT-2/47 of 1991)

Employers in relation to the Management of
Collector of Customs, Sahar Airport

AND

Their Workmen

APPEARANCES :

For the Employer : Mr. M. I. Shethna & Mr.
V.H. Kantharia Advocates.

For the Workmen : Mr. Y. R. Singh Advocate.

Mumbai, dated 25th June, 1996

AWARD

The Government of India, Ministry of Labour by its order No. L-42011/69/90-IR(DU) dated 7th November, 1991 had referred to the following industrial dispute for a adjudication.

“Whether the action of the Collector of Customs (Admn.), Air Customs Pool, Sahar Airport, Bombay in terminating the services of 13 casual leaders namely:—

- (1) Shri Ranjan V. R. Rane.
- (2) Shri Devidas Abhang.
- (3) Ravindra Bhoir.
- (4) Sh. D. D. Shedge.
- (5) Sh. Y. R. Kharat.
- (6) Sh. Sharad Rahul.
- (7) Sh. Sunil Kuchekar.
- (8) Sh. Sanjay Palav.
- (9) Sh. Jagat N. F. Patel.
- (10) Sh. V. C. Thadke.
- (11) Sh. A.S. Londhe.
- (12) Sh. S. Patel.
- (13) Sh. R.R. Patel.

w.e.f. 8-4-90 is justified? If not what relief they are entitled to?”.

2. The workman contended that they are appointed by the first party in February and March 1989. They have been in a continuous employment without break, technical or otherwise. They have been regularly signing the muster everyday and are paid on monthly basis with one weekly off:

3. The workman pleaded that they are doing the job of loaders at Sahar International Airport. There are three shifts, which function to provide round the clock services of loaders. After every six months, the shifts of each worker changes. On 3-4-90 all these workers received the posting orders alongwith other workers. They immediately took charge at the place of new posting, but on

6-4-90 the workers removed from their work w.e.f. 7-4-90. No reasons were assigned for issuance of removal order. On 23-4-90, they collectively preferred a representation and thereafter, made individual representations on 30-4-1990.

4. The workers pleaded that their services were terminated without following the provision of 25F of the Industrial Disputes Act of 1947. It is averred that they were not paid any notice pay nor retrenchment compensation as contemplated under the Act. It is averred that, the management had not displayed the seniority list as required under rule 77 of the Act. It is submitted that the order is totally arbitrary. It is averred that they were doing a work of a regular nature and by virtue of their work they were not casual labourers but temporary employees. It is prayed that as such the order dated 6-4-90 is ab initio void and they are entitled to reinstate in service with full backwages and continuity.

5. The first party resisted the claim by the written statement Exhibit-5. It is averred that the Tribunal does not have the jurisdiction to entertain the dispute as the first party namely Collector of Customs Sahar Airport Bombay is not an industry. It is submitted that CAT has jurisdiction to entertain the present dispute. It is denied that the second party namely the workman are in continuous service but it is averred that they are employed purely on a temporary basis to meet the contingency arrangements till the casual workers could be recruited through employment exchange. It is averred that none of the workers are in continuous service for two years as required for getting the appointment.

6. It is pleaded that the first party performs the legal and sovereign function assigned to it. Hence the provisions of the Industrial Disputes Act are not applicable. It is pleaded that the first party is not under obligation to display the seniority list as they were employed on temporary basis. It is contended that the Seniority list is maintained of the workers who were employed through employment exchange. It is denied that the order dated 6-4-1990 is void. It is pleaded that the worker mentioned at Sr. No. 1, 2, 3, 4, 10, 11, 13 have registered their names in employment exchange after joining the first party. It is denied that the workers were given discriminatory treatment. It is prayed that the workers are not entitled to any of the reliefs.

7. The issues that fall for my considerations and my findings thereon are as follows:

Issues	Findings
1. Whether the Department of Customs through Collector of Customs is an	NO.

industry within the meaning of section 2(J) of the Industrial Disputes Act of 1947?

- | | |
|---|---|
| 2. Whether the Tribunal has jurisdiction to try and entertain and dispose of the reference? | Does not survive. |
| 3. Whether the action of Collector of Customs (admn) Air Customs Pool Sahar Airport, Bombay in terminating the service of 13 casual loaders is justified? | Does not survive. If survives, the action is not justified. |
| 4. If not, what relief they are entitled to? | If survives, as mentioned in the reasons. |

REASONS :

8. Initially the reference was disposed exparte. Then again it was restored to file. The Management, then filed Written Statement and had taken a stand which I have referred to above.

9. It is not in dispute that the workman Rane, was appointed on 25-2-89. The workman Shandge, Kharat, Patel and R. R. Patel were appointed on 1-2-89. The remaining workmen mentioned in the schedule were appointed on 1st April, 1989. They were in continuous service since the day of their appointment till their termination on 7-4-90. In other words they have completed 240 days continuous work in a year.

10. J. F. Patel (Exhibit-3) affirmed for all the worker. He had not filed any authority to bring on the record that all of them had given an authority to him to depose on their behalf. But I do not find any reason for rejecting his claim to that effect. All of them are represented through an advocate and after his evidence was over, he filed apurhis that there evidence is closed. Except, the dates of appointment all other circumstances are similar. In fact there was no need to examine any other workman when one workman was examined.

11. Patel affirmed that their main job was to take the goods of the passengers which were not cleared by the customs department. They were to

be taken to the warehouse and placed on different racks. Later on these goods were to be handed over to the passengers only after they get a clearance from the customs. He affirmed that they also do the work of shifting of goods from one warehouse to other. He admits the position when the goods are removed from one warehouse to another warehouse at both the places, the customs officers make the entry. It is not in dispute that they worked in customs.

12. A. H. Murshedkar (Exhibit-11) Assistant Commissioner of Customs affirmed on behalf of the customs. He affirmed that these employees were required to take away the goods from various warehouses to another warehouse, rearrange them, as per the direction of the customs officers. Such arrangement were to be made on the basis of a different warehouses. The warehouses where the goods are liable to be confiscated the warehouse where the passengers declare that the goods would be taken back when they will return back. He denied that the packages from the arrival hall of the airport to the custom warehouse is done by these employees. According to him it is done by the passengers or the loaders belonging to various airlines. From the testimony of Murshedkar it reveals that there is no dispute over these employees completing more than 240 days in a year. So far as the workers which are at Sr. No. 5 to 9 and 12 are concerned, they are admittedly enrolled their name in employment exchange before they were appointed by the customs. In other words the contention taken by the customs that before getting the appointment they did not enroll themselves in the employment exchange has no meaning so far as these employees are concerned. But so far as the remaining employees are concerned, they got their names enrolled in the employment exchange after getting an appointment (Exhibit-5[1]).

13. Mr. Sinha the learned advocate for the employee argued that the first party is an industry on the basis of the ratio given in Bangalore Water supply and sewerage Board V/s. A. Rajappa FLR 1978 (36) (SC) page 266. He submitted that the dominant nature test has to be seen. According to him it is observed in that authority where complex activities are carried on some of which may qualify for exemption. The test will be what is dominant activity as profounded in Nagpur Corporation case. He further argued the nature of work which is carried out by the employees clearly takes out their wing as a separate wing which can be called as an industry. He argued that the employees who were working at the warehouses and doing the work as affirmed by Patel is substantially separable from the other functions of the customs department and therefore is an industry.

14. On the other hand the learned advocate for the collectorate of customs argued that the customs department is not an industry. It is a department who perform sovereign function of the state. The customs Act is enacted with a view to safeguard the economy of the country from the danger of uncontrolled clandestine importation. The officers and the employees of the department are entrusted with the task of implementing and supervising the functions to regulate and control the goods and services which are imported into India and exported outside India. The functions which are carried out by the customs department in the warehouse cannot be called as commercial function. The goods which were kept in the warehouse and later on removed from the warehouse are concerned with the excise duties. The employees who are loader while doing the work of loading and unloading are doing the work which were asked to do by the custom officers. This department is nothing but is part of the sovereign function of the state. I find that the ratio given in Bangalore Water Supply and sewerage has no application to the rescent set of facts. In Nagima Bewi V/s. Public Service Commission 1983 LLJ 233 their Lordships have observed there are some functions which by their very nature cannot be assigned to private bodies. The functions of the Public Service Commission like the administration of Justice are in alienable as envisaged by the constitution itself and these functions are exercised in order to safeguard the constitutional rights of the Citizens. Hence Public Service Commission is not an industry. Looking to the nature of the work which I have referred to above the employees cannot be said to be working in a industry. Naturally they cannot be called as workers. The dominant and primary functions of the customs department false in the definition of sovereign and is not an industry. As this is so the Tribunal has no jurisdiction to entertain and decide the reference.

15. For the sake of argument if it is found that this finding is incorrect I proceed to answer the remaining issues, I have already mentioned above that these employees have continuously worked for more than 240 days in a year. Some of them were enrolled in the employment exchange before getting an appointment. It is not in dispute that when they were asked not to come to the duty from 7-4-90 they were not paid any retrenchment compensation as contemplated under section 25 of the Industrial Disputes Act of 1947. It is also not in dispute that there is no compliance of what so ever nature of the provisions of the retrenchment when these employees were asked for not to come to work from 7-4-90. Obviously this action is void abinitio. As this is so they are entitled to reinstatement to service. Patel affirmed that he is not in employment after termination. There is no evidence on behalf of the management that the employees are gainfully employed. As such, they

are entitled to full back wages. They are to be treated in continuous service.

16. I have come to the conclusion that Tribunal has no jurisdiction to try the reference therefore the findings on other issues are immaterial. In the result I pass the following order :—

ORDER

The Tribunal has no jurisdiction to try the reference.

The reference is disposed off accordingly.

S. B. PANSE, Presiding Officer

नई दिल्ली, 16 जुलाई, 1996

का. प्रा. 2383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरतार के प्रसारण के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रबंधन, नं. 1, मुम्बई के विवाद को प्रकाशित करता है, जो केन्द्रीय सरकार को 9-7-96 को प्राप्त हुआ था।

[संख्या १४-40011/20/92-आई आर (डी यू)]

के. वी. बी. उण्णा, डेस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2383.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecommunication and their workman, which was received by the Central Government on 9-7-1996.

[No. L-40011/20/92-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

Reference No. CGIT-37 of 1994

PARTIES :

Employers in relation to the management of Telecom Factory Deonar, Bombay.

AND

Their workmen.

APPEARANCES :

For the Management—No appearance.

For the Workman—Shri A. H. Jain.

STATE :

Maharashtra

Mumbai, dated the 25th day of June, 1996

AWARD

Shri A. H. Jain for Union

Heard. In view of the Apex Court Judgment in Sub Divisional Inspector of Posts Vaikam and ors. vs. Theyyan Joseph & ors. (Appeal No. 3585, 86 of 1996 and connected appeals) decided on 2-2-96, the telecom deptt. does not run any industry but discharges only sovereign functions. As such, the dispute is not an industrial dispute and the reference to this Tribunal is bad and incompetent and as is rejected as such.

R. S. VERMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 1996

का. प्रा. 2384.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन के प्रबंधन के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के विवाद को प्रकाशित करता है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या १४-40012/27/95-आई आर (डी यू)]

के. वी. बी. उण्णा, डेस्क अधिकारी

New Delhi, the 18th July, 1996

S.O. 2384.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Calcutta Telephone and their workman, which was received by the Central Government on 17-7-1996.

[No. L-40012/27/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 7 of 1996

PARTIES :

Employers in relation to the management of Calcutta Telephones.

AND

Their workman

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. T. Chowdhury,
Advocate.

On behalf of Workman—Mr. S. Banerjee,
Advocate and Mrs. B. Ghoshal, Advocate.

STATE : West Bengal INDUSTRY : Telephones

AWARD

By Order No. L-40012/27/95-IR(DU) dated 27th March, 1996 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Calcutta Telephone in terminating the services of Shri Pintu Chakraborty is justified ? If not, to what relief the workman is entitled to ?”

2. On receipt of the notice of the reference, the parties appeared before the Tribunal on 2-7-1996 represented by learned counsels.

3. A petition is filed by the workman Pintu Chakraborty with endorsement of his counsel Mrs. B. Ghoshal praying therein for a “No Dispute” Award in this reference case, since the workman had already moved the Central Administrative Tribunal, Calcutta in original application No. 1039 of 1995 for his redress, which is now subjudice.

4. Since the workman has given up the case, I pass a “No Dispute” Award in this reference case which is disposed of accordingly.

Calcutta,

The 4th July, 1996.

K. C. JAGADEB ROY, Presiding Officer

